



The County of El Dorado

Chief Administrative Office

Procurement & Contracts Division
Phone (530)621-5830 Fax (530)295-2537

October 9, 2015

To: All Proposers

Re: RFP #16-918-009
Ambulance Billing and Collection Services

The due date for the subject RFP has been extended to Monday, October 19th, at 3:00 p.m.

All other sections and parts of RFP #16-918-009 shall remain unchanged and in full force and effect.

If you have any questions please contact me at (530) 621-5577.

Thank you,

A handwritten signature in blue ink, appearing to read "Sue Hennike".

Sue Hennike
Purchasing Agent



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
360 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #16-918-009

DUE: 3:00 p.m. – October 15, 2015

Sealed Proposals must be clearly marked on
the outside of the package with:
"RFP #16-918-009 MAILROOM DO NOT OPEN"

AMBULANCE BILLING AND COLLECTION SERVICES

The County of El Dorado Health & Human Services Agency (HHSA), through the Chief Administrative Office, Procurement & Contracts Division, is requesting proposals for a qualified firm to contract for ambulance billing and collection services.

This Request for Proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal. All information provided in response to this Request for Proposals is subject to verification. Misleading and/or inaccurate information shall be grounds for disqualification at any stage in the procurement process.**

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Notice to Proposers

The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

- I. **Introduction:** The County of El Dorado, hereinafter referred to as the “County,” is geographically divided into two zones: The northeast corner of the County is in the Lake Tahoe basin and is commonly referred to as the “East Slope” of the County, while the remainder of the County is in the area west of Echo Summit or “West Slope” of the County. The United States Census estimates that, as of 2014, the population of El Dorado County was 183,087.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. Proposers are advised to read all sections of this RFP prior to submitting a proposal.

- II. **Background:** The County of El Dorado provides ambulance billing services under a Public Utility Model. The County seeks proposals from contractors to provide ambulance billing and collection services for three Emergency Medical Service (EMS) areas in El Dorado County, and, per County Service Area 3 (CSA 3), a portion of adjoining Alpine County. From January 1, 2014 to December 31, 2014, the County’s Ambulance service agencies responded to a combined total of over (approximately) 25,000 medical emergencies, resulting in over (approximately) 14,000 billable transports per year:

- III. **Scope of Services:** includes, but may not be limited to:.

- A. **Authorized Billing Timetable:** Each payer shall be invoiced as soon as possible, but in no event shall an initial invoice be generated any later than fifteen (15) days from receipt of Prehospital Care Report.

Proposer shall adhere to follow up timelines consistent with Exhibit “C”, El Dorado County Board of Supervisors Policy B-4 – Collections-Recovery of Public Funds.

- B. **Billing System:** Proposer’s billing system shall contain sufficient detail to categorize billings under multiple categories as required by County. County retains the right to make changes to Revenue distribution categories from time to time, as necessary.

Proposer’s billing systems shall allow for a clear and traceable audit trail for initial contact verification, billing notification, and telephone contact by client service representatives. Further, the software shall automatically update each individual account detailing date, change or billing function. All history and noted entries will be “write protected” so no alterations can be made.

Charges will be determined on a per event basis and assigned to a specific County agency.

Proposer shall provide the flexibility to maintain any prior revenue distribution structure concurrently with the current revenue distribution structure, if required to do so by County.

Proposer shall maintain a table driven process for recording ambulance fees according to Ambulance Fee Schedules provided by County. Proposer shall be able to concurrently process multiple fees based on multiple implementation dates and end dates.

Proposer shall ensure that billing system will accept both manual data entry, as well as electronic transfer of Prehospital Care Report data in accordance with industry standards and protocol for electronic Prehospital Care Reports.

- C. Bad Debt Recovery:** Proposer shall refer to Exhibit "C", El Dorado County Board of Supervisors Policy B-4 – Collections-Recovery of Public Funds. or subsequent replacement policy, for appropriate timeframes for referral of accounts for bad debt recovery.

Upon determination that Proposer's billing efforts are exhausted, and within the timeframes agreed upon by both parties, Proposer shall transfer all necessary documents electronically to County's Collections Agent as designated by the County in writing, via mutually-acceptable format and transfer protocol.

Proposer shall submit a monthly summary of accounts transferred to the County's Collections Agent to the County in a format acceptable to the County, listing the client name, date of Service, amount referred, run number and date referred.

- D. Customer Service:** Proposer shall meet client needs including, but not be limited to:
1. Toll-free telephone lines shall be available in adequate numbers to accommodate billing inquiry calls during normal business hours, and voicemail options for calls received after business hours.
 2. Language support services shall be provided as appropriate for non-English speaking clients.
 3. Proposer's Client Service Representatives will be available 8:00 a.m. to 4:30 p.m. Pacific Time.
 4. Proposer's national toll-free 800-number shall have multiple lines available for patients, clients, insurance companies, attorneys, and third parties to call for information or discussion of account status.
 5. Email access for billing recipients to communicate with Proposer.
- E. Data Access:** Proposer shall provide fully functional Internet-based inquiry access capability into its billing system for County staff and any other Agencies authorized for such access by County at locations designated by County.

- F. Insurance Processing:** Proposer shall maintain the ability and expertise to process all third party insurance, individual payer, and government insurance payers.

Proposer shall maintain compliance with the Medicare Secondary Payer (MSP) Act (Title 42 US Code Section 1395y (b)), (available at:

http://www.law.cornell.edu/uscode/uscode42/usc_sec_42_00001395---y000-.html

or subsequent replacement site), which ensures that Medicare does not pay for services and items where other health insurance or coverage has primary responsibility for payment. The MSP provisions apply to situations when Medicare is not the client's primary insurance.

Proposer shall maintain a high level of proficiency in government payer regulation compliance. Proposer will maintain complete compliance with all government payers. Proposer's Medicare and Medi-Cal compliance program will be updated on a regular basis to comply with current law and regulations. Proposer will ensure compliance with State laws and local ordinances by continually educating itself as to any differences that may apply.

When Proposer receives PCRs/ePCRs indicating Medicare or Medi-Cal/Medicaid coverage, Proposer will verify this information through electronic verification systems to ensure accurate initial billing.

Medicare and Medi-Cal/Medicaid claims will be transmitted daily using American National Standards Institute (ANSI) format as required by Medicare at:

<http://www.cms.gov/manuals/downloads/clm104c24.pdf>

or subsequent replacement site.

- G. Procedures:** Processing standards and timelines shall be based upon applicable rules, regulations and industry standards.

Written Procedures - Proposer and County shall establish mutually acceptable written procedures detailing the specific processes that Proposer shall implement. Once agreed upon by County and Proposer, Proposer shall provide County with written detailed processing procedures.

- H. Reports:** Proposer shall provide reporting with sufficient detail to track and report accounts from each County agency submitting PCRs/ePCRs under this Agreement. All reports provided by Proposer to County "shall be transmitted in electronic format via HIPAA compliant encrypted inbound and outbound e-mail".

Proposer will provide financial reports of all billings on a monthly basis, to include all components of an "Account" of this Agreement, original billing, amount received, and contractual adjustment in a format specified by County (e.g. Excel format). Proposer will provide financial reports of billing summarized by quarter or year as requested by the County.

Reports will be detailed and easy to read. Reports shall be provided as printed copy, emailed, or available on Proposer's website for retrieval.

All aging reports should be aged based on date of service and shall include all accounts with balances greater than zero that have not been referred to Collections Agent. Proposer shall, at a minimum, provide in a mutually-agreed upon format the following reports to County on a monthly basis:

1. Insurance Aging Report: Detailed account listing sorted by insurance provider.
2. Client Aging Report: All open accounts, both client responsible and insurance responsible, sorted by client.
3. Insurance Denial Report: Listing all open accounts which have been denied/rejected by an insurance provider, including Medi-Cal and Medicare.
4. Balance Sheet: By Agency, with a County summary.
5. Unidentified Payments Report: Listing all payments received and not applied to a specific account. The report shall include the date the payment was received, payer name and address, and amount.
6. Small Balances Report: Listing of all debit and credit balances of \$10.00 or less, written off/remitted. The report shall be provided in County-specified format and shall include the client name, date of service, balance amount, run number and date referred.

IV. Tentative Schedule: The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Deadline for Proposer's Questions, or RFP Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Task	Tentative Scheduled Date
Release and advertise RFP:	September 11, 2015
Proposers' Questions Due:	September 25, 2015
Answers Posted:	October 5, 2015
RFP Submission Deadline:	October 15, 2015
Award of RFP by the Board of Supervisors:	End Of November, 2015
Agreement Effective Date:	Upon Execution by County

V. Proposal Content and Format: Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the requested information may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in loose-leaf binders. Use section dividers, tabbed in accordance with this Section as specified below.

- A. Cover Letter and Signature Requirements:** The Cover Letter must be signed by an officer empowered by the Proposer to sign such material and thereby commit the Proposer to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the Proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

The Cover Letter shall include the following:

1. Title of this RFP.
2. Name and Mailing Address of Proposer (include physical location if mailing address is a P.O. Box).
3. Contact Person, Title, email address, telephone number, and fax number.
4. Brief introduction and executive summary of the Proposal.

- B. Required Statements:** Include statements of assurance regarding the following requirements:

1. A statement that the submitting Proposer will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).
2. All or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act. Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
3. Proposer declares there is no Conflict of Interest.
4. Proposer attests there has been no Collusion.
5. Proposer accepts the terms in the sample contract (Exhibit A), and is willing and able to fulfill the indemnification and insurance requirements contained therein. (Please note that actual Certificates of Insurance are not required as part of your submittal.)
6. Proposer certifies that it is not currently subject to debarment under Title 49, Code of Federal Regulations, Part 29.
7. Proposer understands and accepts that all travel associated with the delivery of services under the proposed agreement will be the sole responsibility of the Proposer.

- C. Background and Experience:**

1. Describe the Proposer's background, its organizational structure, length of time in business, and experience in providing the type of services solicited herein. Include:
 - a. Total number of years performing billing and collection activities;

- b. Total number of employees, number of permanent staff assigned to collections; and
 - c. Total number of temporary or contract staff assigned to collections.
 2. Describe your experience in performing billing and collection services for public sector agencies in general and for EMS billing and collections services in particular.
 3. Describe your experience in performing these services in California.
 4. Describe your experience in filing judgments in California.
 5. Describe any out-of-state collection activities you may be able to provide.
 6. Describe and provide the background of attorneys to be used, if any, and the nature of legal services necessary to effectuate collection services.
 7. Identify the Project Manager who will oversee services under this RFP and describe the Project Manager's experience and background.
 8. Identify any past or present HIPAA breaches, internal or external.
- D. References:** Provide at least five (5) relevant client references with whom you have had contracts in the last five (5) years. References should be California cities, counties, or other large public sector entities. Required reference information includes:
1. Name of organization;
 2. Address;
 3. Contact person's name and title;
 4. Phone number;
 5. E-mail;
 6. Agreement amount; and
 7. Relationship to your company.
- E. Project Approach:** Proposer shall include an outline of the services to be rendered by your firm under the Agreement as described herein. Provide a detailed discussion regarding the approach, methodology, work plan, and timeline for initial implementation of the work under this RFP.

Address all elements listed in the Section 2 – Scope of Service, but discuss in detail your approach, methodology, work plan, and timeline for initial implementation of the work under this RFP. Be sure to address the proposed methodology for billing and collection of accounts. Include credit card payment methods accepted and whether there is the capability to currently provide on-line website payment. Confirm that you will provide a toll-free telephone number to accommodate billing and collection inquiry calls. Identify what data will be needed from the County and in what format to provide billing and collections services. Identify what methods are employed and steps that are taken to protect the privacy rights of individuals targeted for collection. Provide any additional information necessary for the County to qualitatively assess the approach

proposed by your firm. Describe your firm's ability to interface with industry standard E-PCR Programs. Response shall include but may not be limited to:

1. Printed "Prehospital Care Reports" (PCR):
 - a. Describe how the Proposer would retrieve "Prehospital Care Reports" (PCR) and other billing related forms at the EMS Agency, 2900 Fair Lane Court, Placerville, California, at regularly scheduled intervals to ensure timely receipt.
 - b. Describe in detail the process Proposer would implement to ensure receipt, logging, and processing of printed PCR from the County or directly from the ambulance transportation contractor. How would Proposer validate receipt of all submitted documents?
2. Electronic "Prehospital Care Reports (ePCR):"
 - a. Proposer shall describe an electronic data transfer process for Electronic Prehospital Care Reporting system (ePCR) that meets industry standards. The County is currently using a combination of ePCR's and a hard copy system consisting of a mix of .pdf attachments to e-mail correspondence and hand-delivered printed documents. It is anticipated that the system will transition from paper PCR's and associated paper documentation (EKG, 12 Lead, Face Sheets, Physician Certification Statement [PCS]) to a comprehensive all-electronic ePCR system.
 - b. Describe the proposed method for delivery of ePCRs to Proposer and processing of electronically delivered PCRs and, as a backup, the delivery and access to the delivery and processing of paper PCRs and associated paper documentation (EKG, 12 Lead, Face Sheets, Physician Certification Statement [PCS]).
3. Collections Process:
 - a. Outline in detail the Proposer's acceptable timeline to accept and process PCR or ePCRs, process, and enter data into the Proposer's computerized billing system.
 - b. Describe the process to calculate applicable charges according to the current ambulance rate schedule approved by the County of El Dorado.
 - c. Describe the process to research addresses, guarantors, payment sources, and charges.
 - d. Describe the process to set up accounts and submit bills (either on paper or via electronic media) to patients, Medi-Cal, Medicare, private insurance, and all other appropriate payers.
 - e. Describe the collection process including capability to effect collections in all 50 states.
 - f. Describe the process to trace, follow up, and resubmit returned or unpaid claims, "crossover" claims with multiple coverage, and send additional notices as necessary.
 - g. Propose a process and timeframe to remit to the County all the gross proceeds collected on its behalf.

- h. Describe the process to deal with overpayment on an account.
 - i. Describe the process to receive payment on an account, including options for customers to pay outstanding balances (i.e., credit card, fund transfers, debit card, checks, or cash). Proposer is encouraged to provide web-based and telephone payment options.
- 4. Timelines:
 - a. Outline the timelines from receipt to posting of payments and adjustments to patient accounts.
 - b. Outline the timelines for response to inquiries in both written and verbal form from time of receipt.
- 5. Bad Debt Accounts:
 - a. Define the process of delivering bad debt accounts to a County-designated debt account collector.
 - b. Describe the process for notification to County of transferring a bad debt account to a County-designated debt account collector.
- 6. Compliance:
 - a. Proposer should describe its ability to provide, and a description of the type of, revenue enhancement training available for County or ambulance transportation contractor(s) staff.
 - b. Proposer should describe its ability to comply fully with all prevailing HIPAA laws and regulations. Provide policies concerning and demonstrate ability to respond to Records Requests.
 - c. Overview of the post billing error rate Continuous Quality Improvement (CQI) process. Proposer is encouraged to provide an established CQI process that identifies errors in billing procedures and training to resolve problems and reduce error rates.
 - d. Describe Proposer's policy and procedure to maintain a high level of proficiency in government payer regulation compliance and perform rate and reimbursement analysis.
 - e. Process to assist County to keeping charge data current in order to maximize revenue.
- 7. Customer Service:
 - a. Proposer will provide a detailed process of how customer complaints are received, tracked and resolved.
 - b. Overview of how Proposer's staff will meet the County's customers' needs and comply with local, State, federal laws, and the Rosenthal Fair Debt Collection Practices Act. The overview to include the provision for toll-free telephone lines in adequate numbers to accommodate billing inquiry calls during normal business hours and voicemail options for calls received after business hours.

8. Performance Measures:

- a. Proposer will provide any outcomes by which County should measure performance over and above those herein below:
 - i. Aging Reports from receipt of PCR or ePCR to resolution of account.
 - ii. Aging Reports on accounts transferred to County-designated debt account collector.
 - iii. Error rates and actions to correct both the incident as well as future incidents.
 - a. Proposer will detail corrective action process to be followed in the event performance does not meet intended outcomes.
 - b. Proposer will provide an overview of how they will collaborate with the County to evaluate and improve billing processes on an ongoing basis.
9. Describe the Proposer's access to qualified legal counsel for consultation on responses to subpoenas and potential lawsuits. (Proposer shall provide name and address of legal counsel in proposal). Process to maintain and retain all books, records, data, and other related and relevant documentation including at a minimum seven (7) years after the expiration of any agreement issued as a result of this RFP.
10. Describe in detail the number and types of reports that will be available to the County and timeframes for when they will be available.

F. Cost Proposal: The proposal shall include all services and their associated fees. The proposal shall itemize all services including, if relevant, hourly rates for all professional, technical and support personnel, and other charges related to completion of the work. Proposer shall separately describe costs associated with both billing services and collection services.

G. Agreement Terminations and/or Defaults: If Proposer has had an agreement terminated in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue of performance was either, (a) not litigated due to inaction on the part of the Proposer, or (b) litigated, and such litigation determined that the Proposer was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present your position on the matter. The County will then evaluate the facts and may decide to reject the proposal. If the firm has not experienced any such termination for default or early termination in the past five years, please so indicate. Proposer shall also disclose any Chapter 7 or Chapter 11 bankruptcy proceedings

H. Financial Stability: Provide audited financial statements for the last five (5) years and describe in detail the financial backing and stability of your firm.

I. Record: Provide a statement of whether your firm or any of its officers or employees have ever been found guilty of violating procurement laws or ever been fined for violation of debt collection laws.

- J. Reports:** Provide samples of standard billing and collection reports. Please indicate if any or all reports are available electronically and the specific software and/or programs used to prepare and view the report.
- K. Collection Process:** Provide verifiable overall collections rates for existing clients. Describe in detail how the collections rate is calculated and explain any differences in experience between public sector and private sector clients and payer mix of the successful collections.
- L. Required Information:** Include the following:
1. Articles of Incorporation, executed by the Secretary of State, including by-laws and amendments. If not incorporated, please describe.
 2. Required licenses (City, County, State) and necessary permits (including Conditional Use Permits) relating to the facility/ies.
 3. Certificates of nonprofit status from the State of California and the Federal Government (pertains to nonprofit organizations only).
 4. If the organization is doing business under another name, the Fictitious Business Name Statement filed with the County Clerk and Proof of Publication.
 5. Form W-9, Request for Taxpayer Identification Number, and Certification that corresponds with Articles, By-Laws, and other tax and financial related documents.
 6. Corporate organizational chart including all programs.
 7. List of Board of Directors.
 8. Any audits or program reviews completed within the last six months.
- M. Additional Data:** *Note: Response shall be limited to ten pages.* Include any other data the Proposer deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please reference the additional data to the related section of the proposal. If there is no additional data, the page under this tab will consist of the statement, "We wish to present no additional data".

- VI. Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 p.m. – on September 25, 2015, 2015**. All envelopes or containers must be clearly labeled "**RFP #16-918-009, QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **October 5, 2015**.

All inquiries shall be submitted to:

County of El Dorado
Procurement & Contracts
360 Fair Lane
Placerville, California 95667
RFP #16-918-009 Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

- VII. Proposal Submittal:** Proposers must submit one (1) original and four (4) copies of their proposal, along with any addenda, in a sealed envelope or container, clearly marked “**RFP #16-918-009 – MAILROOM DO NOT OPEN**”, **no later than 3:00 p.m. – October 15, 2015**, to:

County of El Dorado
Procurement and Contracts
360 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal may be rejected and considered “non-responsive.” Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

For questions regarding the Request for Proposal process, contact Sue Hennike, Purchasing Agent at (530) 621-5577.

- VIII. Proposal Evaluation:** Proposals shall be evaluated by a Consensus Committee composed of County personnel, current ambulance transportation contractors (fire department), and others

at the sole discretion of the County. The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. The County may request clarification or additional information from a specific Proposer in order to assist in the County's evaluation of a proposal. In evaluating the proposals, the Committee will use the following criteria:

Evaluation Criteria	Maximum Points
Submission Requirements	10
Cover Letter and Signature Requirements	
References	
Contract Terminations and/or Defaults	
Background and Experience / Record	
Required Statements	
Financial	30
Financial Stability	
Collections Process	
Cost Proposal	
Project Approach	45
Data Tracking and Reporting	15
Maximum Total Points	100

These evaluation criteria shall be used as the basis for an initial evaluation of the proposals. However, the final recommendation of the evaluation team shall be based on its evaluation of all relevant factors and its determination as to which proposals best comply with the intent of this RFP.

The evaluation team's recommendation need not be in strict conformance with the numerical results arrived at in applying the evaluation criteria.

IX. Award: Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

X. County's Rights: The County reserves the right to:

1. Request clarification of any submitted information
2. Waive any informalities or irregularities in any qualification statement
3. Not enter into any agreement

4. Not select any consultant
5. Cancel this process at any time
6. Amend this process at any time
7. To award more than one contract if it is in the best interest of the County
8. Interview consultants prior to award
9. To request additional information during an interview

XI. Public Records Act: All proposals shall become public information at the conclusion of the selection process, with the exception of those portions of a proposal that are identified at the time of submittal by the Proposer as trade secrets and/or which are deemed by the County as not being public documents that must disclosed under the Public Records Act, or other appropriate statutes and regulations. Pricing and service elements of the successful proposal will not be considered proprietary information. Proprietary information shall be submitted in a separate sealed envelope clearly labeled as proprietary with the RFP number on the outside of the envelope. All materials submitted in response to this Request for Proposal shall become the property of the County and will not be returned.

XII. Valid Offer: Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

XIII. Web Site Requirements: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

XIV. Business License Requirement: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, California 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract. The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

- XV. Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Your participation in the RFP process is important to the County of El Dorado!

AGREEMENT FOR SERVICES #XXX-SXXX

Ambulance Billing and Collection Services

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and _____, a _____, duly qualified to conduct business in the State of California, whose principal place of business is _____, and whose Agent for Service of Process is *Company name, physical address*, (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide _____; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide _____.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire _____.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be _____.

Total amount of this Agreement shall not exceed _____.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$_____ for all of the stated services during the term of the Agreement.

ARTICLE V

Drug-Free Workplace: Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Government Code §8350 et seq.) and any subsequent amendments to either Act thereto. A "drug free workplace" means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of §202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

ARTICLE VI

Non-Discrimination: Assurance of compliance with the County of El Dorado Health and Human Services Agency non-discrimination in State and Federally assisted programs requirements as follows:

Contractor hereby agrees that they shall comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code § 51 et seq., as amended; California Government Code §§ 11135-11139.5, as amended; California Government Code § 12940 (c), (h) (1), (i), and (j); California Government Code § 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code § 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are non-discriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it shall immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and Contractor hereby gives assurance that administrative methods/procedures which have the effect

of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, shall be prohibited.

By accepting this assurance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized CDSS or Federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code § 10605, or Government Code §§ 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

County policy is intended to be consistent with the provisions of all applicable State and Federal laws.

ARTICLE VII

Confidentiality and Information Security Provisions: Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

1. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
2. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - a. Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - b. Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor.

1. Contractor agrees to safeguards:
 - a. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - b. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - c. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
2. Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - a. Network based firewall or personal firewall; and
 - b. Continuously updated anti-virus software; and
 - c. Patch-management process including installation of all operating system/software vendor security patches.
3. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
4. Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
5. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

ARTICLE VIII

HIPAA Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of County's Business Associate Agreement, attached hereto as Exhibit B (incorporated herein and made by reference a part hereof).

ARTICLE IX

Release of Information: Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

ARTICLE X

Debarment and Suspension Certification: By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 and

Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the Agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three (3)-year period preceding this application/proposal/Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or sub recipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or sub recipient covered transactions in accordance with 45 CFR Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 (<http://www.archives.gov/federal-register/codification/executive-order/12549.html>).

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

ARTICLE XI

Accounting Systems and Financial Records: Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Super Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Super Circular). More particularly, Contractors are responsible for complying with the Super Circular and 45 CFR Part 92, and the allow ability of the costs covered therein. Contractor must obtain written approval from a member of the HHSA Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unmalleability of expenditures as detailed under the specific cost principles of the Super Circular. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The *Federal Register* home page offers links to both the *Federal Register* and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office (GPO) website. Please note that documents on e-CFR, although updated daily, are unofficial

editorial compilations of CFR material and *Federal Register* amendments and on-line versions may not be the most current version available.

ARTICLE XII

Annual Audit: Pursuant to the Super Circular, any entity that receives federal funds, as stated in the Super Circular, for the purposes of carrying out federal programs, must complete an annual audit. The funding threshold is aggregate funds from all sources. Contractor shall mail a certified copy of said completed annual audit to County's Health and Human Services Agency at the address listed in Agreement's "Notice to Parties" Article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHSA address listed in Agreement's Article titled "Notice to Parties."

ARTICLE XIII

Audit by California State Auditor: Contractor acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code § 8546.7. Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Contractor shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

ARTICLE XIV

Transfer of Records: In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.

ARTICLE XV

Compliance with All Federal, State and Local Laws and Regulations: Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code §§11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

ARTICLE XVI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code § 1090 et seq. and § 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this agreement and shall not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination, and Cancellation."

ARTICLE XVII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XVIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XIX

Continuous Operation: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.

ARTICLE XX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, the County of El Dorado is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not

expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XXII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default with ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event the other party ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days upon written notice by County without cause to the other party for any reason. If such prior termination is effected, County shall pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for agreement resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XXIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

In the event of a change in address for any County office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said Notice shall become a part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, and return receipt requested.

Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667-5321
ATTN: CONTRACTS UNIT

Or to such other location as County directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667-5321
ATTN: PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

CONTRACTOR
MAILING ADDRESS

Or to such other location as Contractor directs.

ARTICLE XXV

Indemnity: Contractor shall defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of County, its officers and employees, or as expressly proscribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code § 2778.

ARTICLE XXVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager (Risk Manager) and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event Contractor uses motor vehicles in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the Risk Manager as evidence that the above-required insurance is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the County of El Dorado Risk Management Department or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement for breach pursuant to the provisions contained herein this Agreement under the Article titled "Default, Termination, and Cancellation."
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer shall not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an "Additional Insured Endorsement" page, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
 - 1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
 - 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide both insurance and evidence of insurance to County that shall cover claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of County.

ARTICLE XXVII

Interest of Public Official: No official or employee of the County of El Dorado who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of the County of El Dorado have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXVIII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement.

Contractor further covenants that in the performance of this Agreement Contractor shall employ no person having any such interest.

ARTICLE XXIX

Lobbying Certification: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XXX

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Contractor shall be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to Contractor during term of the Agreement. This requirement applies to any Agreement exceeding \$1,500.00.

ARTICLE XXXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXXII

Taxpayer Identification Number (Form W-9) and County Payee Data Record Form: All independent Contractors or Corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9 with County, which certifies their Taxpayer Identification Number. All independent Contractors or Corporations providing services to County may also be required to file a County-issued "Payee Data Record" form with County.

ARTICLE XXXIII

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XXXIV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of the County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is (name & title), or successor.

ARTICLE XXXVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXVII

Waivers: Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

ARTICLE XXXVIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidate in any way.

ARTICLE XXXIX

Venue: Any dispute resolution action rising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in the County of El Dorado, California, and shall be resolved in accordance with the laws, of the State of California.

ARTICLE XL

Litigation: County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XLI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XLII

Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

ARTICLE XLIII

Entire Agreement: This Agreement for Services #xxx-Sxxxx, all Amendments, and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #xxx-Xxxx on the dates indicated below.

{Signature blocks to be inserted here}

EXHIBIT B
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base agreement (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

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

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA’s obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.

- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) Disclose PHI as necessary for BA's operations only if:
 - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
- A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.
 - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.

- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
- (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA 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 against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's

indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
 - D. 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 Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
 - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
- 8. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
 - 9. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
 - 10. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
 - 11. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

EXHIBIT C

Board of Supervisors Policy B-4
“Collections-Recovery of Public Funds”