

Lassen County Sheriff's Office  
Request for Quotation  
Kitchen Appliance Replacement



John McGarva, Lieutenant  
1415 Sheriff Cady Lane  
Susanville, CA 96130

**Quotation due April 30, 2019**

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**QUOTATION PURPOSE**

The Lassen County Sheriff’s Office (“Lassen County”) invites responses to this Request for Quotation (“RFQ”) from qualified, experienced Vendors who can provide reliable, cost effective kitchen appliances which meet the requirements described in this RFQ at the following facility:

Lassen County Jail  
1405 Sheriff Cady Lane  
Susanville, CA 96130

Lassen County is seeking an experienced vendor to provide replacement kitchen appliances to the Lassen County Jail. Vendor shall provide a quote to provide replacement for specified kitchen appliances for the Jail Kitchen facility.

**COUNTY PROFILE**

Lassen County was incorporated in 1864. Susanville serves as the county seat. The legislative body is a five member Board of Supervisors elected by district. A County Administrative Officer, appointed by the Board of Supervisors, administers County business.

Lassen County encompasses approximately 4,500 square miles. Agriculture, outdoor recreation, and plus 2 state prisons and a federal prison, are the County’s major economic contributors. The current estimate of population is 34,000. Susanville, the county seat, is the only incorporated city in the county.

**JAIL PROFILE**

The Lassen County Sheriff is responsible for operation of the jail. The county jail is a type II facility housing both pre-trial and sentenced inmates. The rated capacity of the county jail is 188.

Inmate Population - the average daily population is reflected for the past five years as follows:

2014--106  
2015--88  
2016--101  
2017--95  
2018--124

The jail currently houses inmates in both pod and dorm style units. The Special Housing Unit comprises two dorms housing female inmates, six lower pods with both single and double bunk cells. The pods range from housing three (3) to seven (7) inmates. There is a mezzanine level comprising 20 double bunk cells and a large open dayroom comprising the length of the tier. Three large dormitories housing 32 inmates each make up the rest of the housing area of the facility.

## **SCHEDULE OF EVENTS**

Issuance of RFQ      April 10, 2019

Q & A Closed      April 24, 2019

Quotations due      **April 30, 2019**

Vendor selection      15 to 30 days after the Quotation due date (as determined by County)

Contract approval      15 to 30 days after vendor selection (as determined by County)

Services begin      30-60 days after contract approval (as determined by County) but no later than July 1, 2019.

## **PRE-QUOTATION ASSISTANCE**

Questions and County responses shall be posted to Lassen County's website at [www.lassencounty.org](http://www.lassencounty.org) and will be visible to all potential respondents. Questions must be e-mailed to [jmgarva@co.lassen.ca.us](mailto:jmgarva@co.lassen.ca.us) and will be posted to [www.lassencounty.org](http://www.lassencounty.org) with the question and county response. This is to assure the question is interpreted correctly and the benefit of the response available to all potential respondents.

John McGarva will serve as the County's contact person for this project. Submit questions and inquiries in writing via e-mail no later than **5:00 p.m., April 24, 2019.**

If and when appropriate, an addendum to this solicitation will be published. Contractor is responsible to incorporate any addenda into their Quotation.

Vendors interested in participating in the Quotation process are advised not to contact members of the Lassen County Board of Supervisors or any other Lassen County employees.

Vendor's questions regarding this RFQ must be submitted by Vendor in writing via email to [jmgarva@co.lassen.ca.us](mailto:jmgarva@co.lassen.ca.us) .

**SUBMITTAL OF QUOTATION**

One electronic Quotation and five (5) printed copies to:

John McGarva, Lieutenant  
Lassen County Sheriff’s Office  
1415 Sheriff Cady Lane  
Susanville, CA 96130  
jmcgarva@co.lassen.ca.us

Each Quotation must be signed by an official authorized to bind the Vendor to its provisions.

*Lassen County is not liable for any costs incurred by any Vendor in preparation of their Quotation in response to this Request for Quotation.*

**FORMAT OF QUOTATION**

Each Quotation shall include the following:

**Section I. TRANSMITTAL LETTER**

This shall be a brief introductory letter providing the following information:

1. The full name and address of your firm and, if applicable, the branch offices or subordinate element that will perform or assist in performing the work hereunder.
2. Name, title, telephone number and email address of the contact person for the respondent.
3. Statement that the Quotation is in response to this RFQ.
4. Signature and typed name and title of the individual who is authorized to commit the respondent to the Quotation.
5. Assurance of firm’s ability to comply with County’s model contract and insurance requirements as disclosed in Exhibit A.

**Section II. OVERVIEW**

Respondents should submit Quotations which are clear, comprehensive and fully descriptive to enable the County to make a sound and objective evaluation of respective qualifications and capabilities and of respective services and methodologies, support systems, and commitments.

The Vendor shall be the sole supplier and/or coordinator for providing replacement kitchen appliances at the Lassen County Jail.

This portion of the Quotation submission must address each of the items listed below:

### Introduction

1. Bidder General Information
  - a. FEI/SSN
  - b. VEN ID:
  - c. Company Name
  
2. Bidder Contact Information
  - a. Address
  - b. City
  - c. State
  - d. ZIP Code
  - e. Contact Name
  - f. Contract Title
  - g. Phone #
  - h. Fax #
  - i. Email
  - j. Website
  
3. Identify the three (3) most recently lost or terminated contracts
  
4. Legal:
  - a. Description and disposition of any and all civil litigation involving the company, contractors and/or subcontractors pending or actual in any form, including all instances where your organization was named a defendant and/or indemnified or defended an entity or whom your organization furnished medical services during the past five years.
  - b. Furnish the number of investigations per year, over the past five years, by any state, federal or local licensing agency and the results of said investigation(s). E.g. sustained or sustained allegations, and fines imposed, etc.
  
5. Operating Procedures:
  - a. Have effective written procedures; describe and provide example.
  - b. Purchasing, by headquarters and/or at local level.
  - c. Accounting approach plus degree of audit and cost analysis support for local level.
  - d. Invoicing and payment, from headquarters or local level.
  - e. Frequency of communications and visits to local sites.
  
6. Portfolio listing contact information of references for vetting purposes.

### **SECTION III. MANAGEMENT**

#### **Vendor Information**

1. In this section respondents shall discuss the following topics:
  - a. Documentation that Vendor is registered to do business in the State of California.
  - b. If Vendor has operated under a different name, or affiliate, in the past three (3) years, provide names, dates, addresses and state where incorporated.
  - c. If Vendor is for sale or is considering an acquisition or merger in the next six (6) months, provide information about the acquiring company or the company to be acquired and information regarding the stage of negotiations.
  - d. A synopsis of any litigation(s) within the last five (5) years where Vendor is a party. Include venue, style of case and status of litigation.
  - e. The names and resumes of Vendor's employees, consultants, and subcontractors which will be involved in providing the requirements in this RFQ and the Agreement.
  - f. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the RFQ and the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.
  - g. Vendor shall disclose, with percentages clearly shown, what work for the Facility(s) will be subcontracted and what work will be performed by Vendor employees.
  - h. The name, years of service, qualifications, addresses and telephone number(s) for the Vendor's main point(s) of contact for the Facility(s).
  - i. The names, addresses, telephone numbers and distance from Facility(s) for the technicians who will be maintaining, servicing and performing work under the Agreement.
  - j. The number of technicians directly employed by Vendor as well as those which will be subcontracted for service at the Facility(s).
  - k. Vendor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, and state, county or municipal government.
  - l. Vendor shall detail its Disaster Recovery Plan ("DRP") and provide its processes, policies and procedures relating to the preparation for recovery of the requirements in this RFQ preceding and/or following a natural or human-induced disaster.
  - m. Vendor shall provide any and all notices as may be required under the Drug-Free workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable Lassen County laws, to the employees and all subcontractors to ensure the Facility(s) maintains a drug free workplace. Lassen County reserves the right to require, at Vendor's expense, drug testing of Vendor's personnel if no drug testing records exist or if such test results are older than six (6) months.

### Vendor References:

1. Provide a list of agreements not renewed, lost or prematurely cancelled in the last five (5) years.
2. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s). A response indicating this information is confidential and/or proprietary will be considered an Exception.
3. Provide a list of entities who have notified Vendor of additional commissions owed within the last three (3) years and the status of resolution of those claims.
4. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
5. Provide three (3) client references for facilities where Vendor provides the equipment and services comparable to the requirements in their RFQ. The references provided must be currently under contract with Vendor and have been operating under that contract for at least six (6) months. The references may be contacted at any time during the RFQ process. Vendor shall ensure updated references and accurate contract information is provided.
6. Provide the following information for each reference: Facility name, Facility address, contact name, contact title, telephone number and email address, average daily population ("ADP"), agreement effective date and number of inmate telephones.
7. Lassen County prefers the contact person provided for each of the references be the individual who utilizes Vendor's software application.

### Vendor Customer Service

1. Provide the following information regarding Vendor's processes for handling end-user/customer service matters:
2. Describe procedure(s) for handling end-user complaints.
3. If applicable, supply the hours of availability for a live customer service representative and location of the customer service call center.
4. Indicate the average on-hold time to reach a live representative
5. Describe procedure(s) for handling refund requests and the timeframe for completing such requests.

## **SECTION IV. GENERAL INFORMATION**

### Definitions:

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

1. Acquisition: means items, products, materials, supplies, services and equipment the County acquires by purchase, lease purchase, lease with option to purchase or rental.
2. Addendum: means a written restatement of or modification to a Contract Document executed by the Supplier and County.
3. Bid: means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation.
4. Bidder: means an individual or business entity that submits a bid in response to a solicitation.
5. Solicitation: means a request or invitation by the County or another agency for a supplier to submit a priced offer to sell acquisition to the County. A solicitation may be an invitation to bid, request for proposal or a request for quotation.
6. Supplier or Vendor: means an individual or business entity that sells or desires to sell acquisition to the County.

## **V. GENERAL CONDITIONS**

### Scope

The Lassen County Jail is looking for replacement appliances for its Kitchen Facility. Lassen County is looking for quotes for the following appliances:

#### **Proofer Cabinet:** Metro Model #C519-CFC-4

C5 1 Series heated Holding and Proofing Cabinet, mobile, full height, non-insulated, clear polycarbonate door, removable bottom mount control module, thermostat to 190 degrees Fahrenheit, fixed wire slides on 3" centers (18) 18" x 26" or (34) 12" x 20" x 2 1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1-ph, 2000 watts, 16.7 amps, NEMA 5-20P cULus, NSF.

Dimensions 69.75" (height) x 25.13" (width) x 30.25" (depth)

#### **Vulcan Convection Oven:** Hart Model #VC66ED or #VC66EC

Double section, deep depth electric convection oven. Stainless steel front, sides, top and legs, independently operated stainless steel doors with double pane windows. Non-sag insulation applied to the top, rear, sides, bottom and doors. Porcelain enamel on steel oven interiors measure 29" (width) x 26 1/8" (depth) x 20" (height). Two interior oven lights per section. Five nickel plated oven racks per section measure 28 1/4" x 24 1/2". Eleven position nickel plated rack

guides with positive rack stops per section. Each section heated by electric solid sheath elements rated at 12 KW. Furnished with a two speed ½ H.P. oven blower-motor per section. Oven cool switch for rapid cool down. 208 or 240 volt, 60 Hz, 1 or 3 phase.

Dimensions 40 ¼" (width) x 45 1/8" (depth) (includes motor and door handles) 41 ¾" (depth) (includes motor only) x 70" (height) on 8" legs.

### **Vulcan Electric Tilting Braising Pan: VE30**

Free-standing electric tilting braising pan in 30 gallon capacity. Partially enclosed stainless steel base includes removable stainless steel panels, fully welded frame and 12" legs with adjustable flanged feet. Dual recessed hinges mounted under stainless steel cooking pan. Pan features anti-stick finish, coved interior corners and embossed gallon and liter markings. Anti-stick stainless steel clad cooking surface bonded to steel sub plate featuring FastBatch rapid heating technology and embedded heating elements for improved heating performance and even temperature distribution. Elements shut off when pan is lifted beyond 5 degrees. Pitcher pour tapered front with oversized 4" front flanges. Formed pouring lip includes removable perforated strainer. Stainless steel spring assist cover with wrap-around stay cool handle. Drop away food receiving pan support mounts under pouring lip. Manually operated pan lifting mechanism with sealed gearing and removable handle. Solid state temperature control with water-tight enclosure and pushbuttons. Shipped for 208/60-50/3 electrical service and can be converted to 208/60-50/1. Can be shipped 240/60-50/3 and field converted to 240/60-50/1.

Dimensions 36" (width) x 35 ½" (depth) x 40 ½" (height) on 12" legs.

### **Vulcan Free Standing Electric Fryer: 1ER50 Series**

Electric deep fat fryer, Vulcan Model (#1ER50A). Temperature controls are adjustable from 200 degrees Fahrenheit to 390 degrees Fahrenheit and multiple fat melt cycles and high limit control. Stainless steel cabinet with four six inch adjustable legs. 16 gauge stainless steel fry tank hold 50 lbs. of frying compound. 1 ¼ inch full port ball type drain valve. 17kW low watt density ribbon style heating elements. Twin fry baskets. Power supply is 208 volt, 50/60 Hz, 3 phase.

Dimensions 15 ½" (width) x 34 3/8" (depth) x 39 7/16" (height)

### **Vulcan HEG-E Series Heavy Duty Electric Griddle: HEG36E**

Heavy duty electric griddle, Vulcan Model #HEG36E. Stainless steel front and sides. 11" cooking height on 4" adjustable legs. ½" steel plate for 36" unit. Tubular incoloy elements and one snap action thermostat for every 12" of griddle width. Thermostats adjust from 200 degrees to 450 degrees Fahrenheit. Stainless steel 4" back and tapered side splashes. 3 ½" wide front grease trough empties into large capacity grease drawer. Available in 208V, 240V 50/60 Hz, 1 or 3 phase. 480 V 50/60 HZ 3 phase.

**Star-Max Electric Countertop Charbroiler: 5136CF**

Star-Max heavy Duty Charbroiler, electric, countertop, 36" (width) x 26" (depth), cast iron removable grids, swing-up 3300 watt elements every 12", chrome metal knobs, grease drawer, welded steel frame with stainless steel top, front and grease trough, aluminized steel sides, 4" legs, cULus, UL, EPH

**Three (3) Vulcan Counter Model Stainless Steel Stands Work Table:**

Stainless steel construction, welded and smooth blended edges, 5" casters, locking brakes, and undershelf

**Omcan Potato Peeler: 20367**

Elite Series Potato Peeler, electric, 55 lb. capacity, electrical components protected inside a sealed box, safety sensor, stainless steel construction, 1 HP, 110V/60/1-ph, NEMA 5-15P

**Two (2) FEW Prisoner Tray Transport and Serve Cabinet: PTST-1410-90**

Prisoner Tray Delivery Card, mobile, fixed rack, (90) 14" x 10" trays at 3" spacing. (120) 14" x 10" stacked tray capacity, forced air heat system, adjustable thermostat, insulated, tamper resistant, (3) flush mounted doors, padlock compatible, push bars, full perimeter bumper, stainless steel construction, (6) 6" casters (2) rigid, (4) swivel with brake, UL, cUL, NSF

**Manitowoc Ice Cuber: IDF-0300A**

Indigo NXT Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30" (width) x 24 ½" (depth) x 16 ½" (height), production capacity up to 310 lb./24 hours at 70"/50", DuraTech exterior, dice size cubes, NSF, cULus, CE

**Robot Coupe Food Processor: R2N CLR**

Commercial Food Processor, 2.9 liter clear polycarbonate bowl with handle, vegetable prep attachment with external ejection, kidney-shaped opening, includes: (1) "S" blade (27055), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), continuous feed, bowl attachment designed for vertical cutting & mixing, on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 7.0 amps, 1 HP, NEMA 5-15P, cETLus, ETL-Sanitization

**Univex Electric Food Cutter: BC14**

Bowl Cutter, 14" diameter stainless steel bowl 24 rpm, twin stainless steel knives 3,500 cuts/min, pull/push on-off, bowl cover interlock, polished & anodized aluminum construction, ½ hp motor, cETLus, ETL-Sanitization.

## **VI. COST**

Respondents shall submit a cost Quotation that shall include the pricing structure, shipping and handling costs and taxes included.

## **VII. IDENTIFICATION OF SUBCONTRACTORS**

Respondents shall identify all proposed services that will require the use of a subcontractor for the proposed scope of work. For each subcontractor listed, respondents shall indicate (1) what products and/or services are to be supplied by that subcontractor and (2) what percentage of the overall scope of work that subcontractor will perform. Respondents must simply identify the services that will require a sub-contractor, not the particular sub-contractor. Once the RFQ is awarded and negotiations begin, the provider will have to specifically identify subcontractors.

## **VIII. COUNTY MODEL AGREEMENT AND INSURANCE**

Respondents must be prepared to accept and utilize the enclosed Model Agreement format, to include all required sections attached, if selected for services. **(Exhibit A)**

The provision for insurances and indemnifications for this contractual undertaking are included in **Exhibit A - ATTACHMENT I-STANDARD - INSURANCE REQUIREMENTS.**

Any new medical programs, implemented after commencement of a service agreement shall be decided by mutual agreement between the medical provider and the County. This shall include agreement on any additional program costs.

## **EVALUATION/SELECTION CRITERIA**

Respondents will be evaluated on their responses to the following categories and criterion for selection:

Contractor Experience (Sect. II)

Service Experience

Years providing services in California

Client Satisfaction

Plan to provide services (Sect. IV)

Overall

Cost (Sect. VI)

Jail

Overall Quality of RFQ response

## Suggested Alternate Quotations

A maximum rating of 100 points may be granted by using weighted evaluation criteria. Lassen County will assemble a committee of administrative and management personnel for the purpose of evaluating and rating Quotations.

The County reserves the right to reject any or all Quotations.

### Alternate Quotations

In addition to providing a Quotation in direct response to the requirements of this RFQ, respondents are encouraged to submit an alternate Quotation or Quotation(s) that incorporate innovative approaches to minimizing the cost to the County. Innovations and the direct impact on County costs shall be fully described in the alternate Quotation(s).

## METHOD OF AWARD

If after receipt and evaluation of all Quotations it is determined by the Lassen County Board of Supervisors in its sole discretion that to continue contracting for Jail Kitchen Appliance Replacement would be in the interest of Lassen County and the Sheriff's Office, then and only then will an award be made. Such award will be to the respondent whose Quotation is determined by the County through an evaluation process to be the most responsive to the requirements specified in the RFQ, in the best interest of Lassen County and most technically complete. For purposes of this RFQ, "award" is defined as the right to negotiate a contractual relationship with Lassen County for services identified in the RFQ. Award does not constitute an acceptance of a contract offer. The evaluation and selection process may include a request for additional information or an oral presentation to support the written Quotation. The County reserves to itself the right not to award any contract regardless of the outcome of the Quotation evaluation process.

While cost will be an important factor, it will not necessarily be the most important. In the event that a contract is executed, it will be with the respondent who in the opinion of the County demonstrates the best ability to fulfill all the requirements of the RFQ. The criteria for selection are identified in the above section entitled – EVALUATION/SELECTION CRITERIA.

The Agreement to be awarded by the County to the successful contractor is expected to be substantially as presented in response to this RFQ.

The final decision will be made by the Lassen County Board of Supervisors on or about the time identified in the section of this RFQ titled SCHEDULE OF EVENTS.

## **MODEL CONTRACT**

The firm selected shall be expected to execute a contract substantially as the one shown as Exhibit A.

## **DISCLOSURE OF INFORMATION**

All information and materials submitted to the County in response to this RFQ may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the Quotations, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's Quotation contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's Quotation and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

## **LEGAL NOTICE**

**Notice is hereby given by the County of Lassen that a “Request for Quotations (RFQ) for Jail Kitchen Appliance Replacement” has been prepared and is available.**

Bid documents may be downloaded from [www.lassencounty.org](http://www.lassencounty.org).

Bid documents may be picked up at the Lassen County Administration Building at 221 South Roop Street, Susanville, CA 96130 or requested by calling (530) 251-8333.

Or

Lassen County Sheriff’s Office  
1415 Sheriff Cady Lane  
Susanville, CA 96130

**Exhibit A**  
**PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000**

This Contract, dated as of the last date executed by the County of Lassen is between the County of Lassen, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE									
Term of This Contract (Complete Dates in Just One of the Following Three Rows)									
Term Begins				Term Completion Date					
On Following Date				On Following Date					
County Department									
Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)									
Price	\$	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Annual Price	<input type="checkbox"/>	Monthly Price	<input type="checkbox"/>	Hourly Rate
Not-to-Exceed Price		\$			<input type="checkbox"/>	√ if Reasonable Expenses are authorized in addition to Hourly Rate			
CONTRACTOR Contact Information				COUNTY Contact Information					
CONTRACTOR				Project Manager					
Address				Address					
City, State & ZIP				City, State & ZIP					
Telephone				Telephone					
Facsimile				Facsimile					

**WHEREAS**, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment II - Scope of Work performed; and

**WHEREAS**, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Insurance Requirements for Professional Services Contract
- Attachment II – Scope of Work
- Attachment III – Terms and Conditions (including Exhibit "A")
- Attachment IV – Professional Credentials
- Attachment V - Business Associate Addendum

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment III – "Terms and Conditions" and/or the Attachment I – "Standard Insurance Requirements."

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

**COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
Richard Egan, CEO      Date  
County of Lassen

\_\_\_\_\_  
Date

REVIEWED AS TO FORM  
COUNTY COUNSEL

\_\_\_\_\_  
Date

## ATTACHMENT I

### INSURANCE REQUIREMENTS For Professional Services Contract

Before the commencement of work, Contractor shall submit to County: (1) **Certificates of Insurance** for all relevant coverage's listed in Section A below; (2) All **Endorsements** listed in Section B below; and (3) a "**Declarations Page**" listing the titles of all endorsements to the Commercial General Liability (CGL) policy.

*MINIMUM SCOPE LIMIT OF INSURANCE – Coverage shall be at least as broad as:*

- 1.) **Commercial General Liability.** Insurance Services Office (ISO) "occurrence" form CG 00 01 12 07 CGL or equivalent on an "occurrence" basis, including bodily injury, property damage, contractual liability, medical expenses for any one person, personal and advertising injury, products-completed operations coverage and policy limits of no less than **\$1,000,000 per occurrence**. If a general aggregate applies, either the general aggregate shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- 2.) **Automobile Liability Insurance.** ISO form CA 0001 covering (any auto) Code 1 or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$250,000 per passenger and \$500,000 for all passengers. *(Not required if Contractor provides written verification he or she will not be using a vehicle to perform the scope of work described in the contract.)*
- 3.) **Workers' Compensation Insurance.** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4.) **Professional Liability (Errors and Omissions) Insurance.** (If applicable. See Note below.) Insurance appropriate to the Contractor's profession with limits no less than \$1,000,000 per claim, and \$2,000,000 aggregate. *(Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the State. For example, insurance agents, professional architects and engineers, doctors, lawyers, nurses and certified public accountants. However, other professional Contractors not regulated by the State, such as computer or software designers, claims administrators, consultants, and others should also have professional liability insurance. If the contracted service requires "brain work, as opposed to "physical work", then professional liability insurance will most likely be required.)*

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to the higher limits.

### **B. INSURANCE POLICY ENDORSEMENTS**

#### 1. The Commercial General Liability policy shall contain or be **endorsed** to contain the following:

The County, its officers, officials, employees, and volunteers are covered as additional insured's on the CGL policy with respect to liability arising out of work performed or operations performed on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt has been given to the County. *(Note: We recommend contractor's insurance carrier insert the language above into ISO form 20 10 11 85; or if that form is not available, later additions editions of ISO forms CG 20 10 and CG 20 37. We will also accept a Blanket Additional Insured Endorsement, as long as it provides*

coverage equal to coverage's noted in Section A1 above and all items listed in Section B above.)

## 2. Workers' Compensation Insurance.

The Contractor's Workers' Compensation Insurance policy shall contain or be **endorsed** to contain a waiver of subrogation in favor of the County, for all work performed by Contractor, its employees, agents and subcontractors.

## **C. OTHER INSURANCE PROVISIONS**

**1. Primary Coverage** - For any claims related to this contract, Contractor's insurance shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. However, Contractor's insurance may contribute with other additional insured's providing primary insurance coverage for the same "occurrence", offense, claim or suit.

**2. Notice of Cancellation** - Each insurance policy required above shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

**3. Waiver of Subrogation** - Contractor hereby grants to County a waiver of any right to subrogation that an insurer of said Contractor may acquire against the County, by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County received a waiver or endorsement from the insurer.

**4. Deductibles and Self Insured Retentions** - Any deductibles or self-insured retentions must be declared and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense costs within the retention.

**5. Acceptability of Insurance Carriers** - Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County. (*A.M. Best Ratings can be accessed over the internet for no cost at [www.ambest.com](http://www.ambest.com)*).

## **6. Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis then the following requirements must be met:

- a.) The Retroactive Date of the policy must be shown and must be before the contract or beginning of contract work.
- b) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**
- c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of contract work.

**7. Verification of Coverage** - Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverage described herein.

**8. Subcontractors** - Contractor will require and verify that all subcontractors maintain insurance meeting all the requirements stated herein or cover subcontractors under their insurance policies. Upon request, Contractor shall provide County proof that all subcontractors are covered by their own insurance or the Contractor's insurance policies.

**9. Special Risk or Circumstances** - County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or special circumstances.

**Attachment II**  
Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with COUNTY Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

*NOTE: If detail rate schedules or other documents are appropriate to the Scope of Work and separate from this Attachment II they must be stipulated in this Attachment by specific reference and thereby made part of this contract, labeled accordingly (Attachment II, Exhibit A, (or whatever the appropriate specific reference), etc.). They must also be included in the pagination of this contract. Consequently, it is necessary to scan them into the body of the contract where pagination control can make them inclusive.*

**Duties and obligations of the CONTRACTOR:**

Since this is a professional service contract, this is the appropriate point in the contract to stipulate any subjective expectation that may be implied by their profession but once explicated become performance elements of the contract.

State all specific elements of the contract for which specific payment due as objectively as possible. Whether contract is based on hourly, daily, weekly, monthly rates; flat rate for deliverables; project milestone incremental payments; charges for use of particular (i.e., therapeutic) equipment or implements; any reports, criteria and schedule

If expenses are allowed, specify what is reasonable and/or reimbursable AND always state that expenses (unless per diem) must be preapproved and accompanied by receipts. There should be a cap to the expenses.

If "materials" are required, specify what they will (or might be) and some approximation not to exceed amount. Unless the materials are provisions of the "house" of the contractor, they will require receipts to be presented with invoice stipulating their charge.

State any circumstances under which no payment will be made.

State if payments are contingent on specific delineation on the invoice(s) such as coding or regulatory designated description.

Recommend that rates be laid out in table format if possible for clarity and ease of processing payments.

State specifically that payments stipulated are the Contractor's only compensation.

**Duties and obligations of the COUNTY:**

COUNTY's obligations may be:

- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- If possible avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- County does not pay interest or penalties.

**END SCOPE OF WORK**

**Attachment III**  
**TERMS AND CONDITIONS**

1. **Scope of Work**. The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Contract.
2. **Reimbursement**. The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **County Project Manager**. The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor**. CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership**. CONTRACTOR by execution of this contract acknowledges that this is a *Work for Hire* agreement and hereby grants ownership of all work performed by the CONTRACTOR under this agreement to the COUNTY. The COUNTY shall retain the exclusive right of ownership to the work, products, inventions and confidential information produced in performance of this contract for the COUNTY by the CONTRACTOR.
6. **Confidentiality**. The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
  - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
  - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
  - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
  - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a “PDA”) may become

subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY's funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.

14. **Contractor's Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Lassen by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Lassen by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
  - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
  - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
  - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
  - d. National Labor Relations Board Public Contract Code 10296.
  - e. Domestic Partners – Public Contract Code 10295.3.
  - f. ADA 1990 42 USC 12101 et seq.
18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Lassen.
19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.
20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.
21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control,

operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
- a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment III).
  - b. CONTRACTOR understands and will adhere to the COUNTY's policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the County Personnel Department in writing:
- Regina Schaap  
221 South Roop Street  
Susanville, CA 96130
- c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Lassen in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Lassen and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the contract is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the contract, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

**END TERMS AND CONDITIONS**

**ATTACHMENT IV  
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees  
Licenses  
Certifications  
Bonds

**Attachment V**

**COUNTY OF LASSEN  
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (Addendum) supplements and is made a part of the contract (Contract) by and between **County of Lassen** (COUNTY), a covered entity and \_\_\_\_\_, a BUSINESS ASSOCIATE, and is effective as of the date of the Contract.

**RECITALS**

- A. COUNTY wishes to disclose certain information to BUSINESS ASSOCIATE pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI) as defined below.
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health (HITECH) Act, Public Law 111-005, and regulations promulgated there under by the U.S. Department of Health and Human Services (“HIPAA Regulations”) and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require COUNTY to enter into a contract containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and continued in this Addendum.

**Definitions**

(a) Unless otherwise noted, the following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Business Associate. “BUSINESS ASSOCIATE” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean \_\_\_\_\_.

(c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the **County of Lassen (COUNTY)**.

(d) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**Obligations and Activities of Business Associate**

BUSINESS ASSOCIATE agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Contract or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Contract;
- (c) Report to COUNTY any use or disclosure of protected health information not provided for by the Contract of

which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Reports are to be made by BUSINESS ASSOCIATE to COUNTY as follows: 1) by telephone within 24-hours of discovery of suspected breach or security incident; and 2) by written notice, in a form prescribed by the COUNTY, within three (3) business days of discovery of suspected breach or security incident.

BUSINESS ASSOCIATE agrees that COUNTY will be responsible for breach notification obligations resulting from BUSINESS ASSOCIATE'S breach of COUNTY'S unsecured protected health information. BUSINESS ASSOCIATE agrees to assist COUNTY in responding to, providing notification of, and mitigating any negative consequences of BUSINESS ASSOCIATE'S breach of COUNTY'S unsecured protected health information. BUSINESS ASSOCIATE is to contact \_\_\_\_\_ at \_\_\_\_\_ regarding notifications, written communications, and breach response activities required by this Addendum.

This section shall apply only to COUNTY data under BUSINESS ASSOCIATE'S care, custody or control. BUSINESS ASSOCIATE will be responsible for breach notification obligations arising from the breach of BUSINESS ASSOCIATE'S protected health information.

BUSINESS ASSOCIATE agrees to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, arising out of or in connection with the negligent acts or omissions or willful misconduct by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE'S officers, agents and employees, which results in a breach of COUNTY'S unsecured protected health information;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to BUSINESS ASSOCIATE with respect to such information;

(e) Make protected health information in a designated record set available to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the COUNTY pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy COUNTY'S obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.528;

(h) To the extent BUSINESS ASSOCIATE is to carry out one or more of COUNTY'S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COUNTY in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### **Permitted Uses and Disclosures by Business Associate**

(a) BUSINESS ASSOCIATE may only use or disclose protected health information as necessary to perform the services set forth in the Scope of Work included in the Contract.

(b) BUSINESS ASSOCIATE may use or disclose protected health information as required by law.

(c) BUSINESS ASSOCIATE agrees to make uses and disclosures and requests for protected health information consistent with COUNTY'S minimum necessary policies and procedures.

(d) BUSINESS ASSOCIATE may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below, to the extent those specific uses and disclosures are permitted by the Contract.

(e) BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(f) BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE, provided the disclosures are required by law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) BUSINESS ASSOCIATE may provide data aggregation services relating to the health care operations of the COUNTY.

#### **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) COUNTY shall notify BUSINESS ASSOCIATE of any limitation(s) in the COUNTY'S notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(b) COUNTY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(c) COUNTY shall notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of protected health information that COUNTY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

#### **Permissible Requests by Covered Entity**

COUNTY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by COUNTY. BUSINESS ASSOCIATE is permitted uses and disclosures of protected health information for data aggregation or management and administration and legal responsibilities of the BUSINESS ASSOCIATE, if such uses or disclosures are permitted by the Contract.

#### **Term and Termination**

(a) Term. The Term of this Addendum shall be effective as of the effective date of the Contract, and shall terminate concurrent with the termination of the Contract, or on the date COUNTY terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. BUSINESS ASSOCIATE authorizes termination of the Contract by COUNTY if the COUNTY determines BUSINESS ASSOCIATE has violated a material term of the Contract and BUSINESS ASSOCIATE has not cured the breach or ended the violation within the time specified by COUNTY.

(c) Obligations of Business Associate Upon Termination.

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE shall return to COUNTY (or, if agreed to by COUNTY in writing, destroy) all protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of the COUNTY, that the BUSINESS ASSOCIATE still maintains in any form. BUSINESS ASSOCIATE shall retain no copies of the protected health information.

If returning or destroying COUNTY protected health information is not feasible, and retention has been approved by the COUNTY in writing, or if the Contract authorizes BUSINESS ASSOCIATE to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the BUSINESS ASSOCIATE needs to retain protected health information for such purposes after termination of the Contract, the following shall apply:

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COUNTY, shall:

1. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
4. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained, and subject to the same conditions which applied prior to termination;
5. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities; and
6. BUSINESS ASSOCIATE shall obtain and return to COUNTY (or, if agreed to by COUNTY in writing, destroy or ensure the destruction of) all COUNTY protected health information created, received or maintained by any of BUSINESS ASSOCIATE'S subcontractors.

(d) Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of the Contract.

**Miscellaneous**

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum.

**County of Lassen– Covered Entity**

**– Business Associate**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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