



**COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
(831) 755-4990**

**REQUEST FOR PROPOSALS
#10366
FOR EGONOMICS SERVICES**

Proposals are due by 3:00 pm (PST) on May 23, 2012

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey's Risk Management Division, hereinafter referred to as "County", is soliciting proposals from a qualified organization(s), hereinafter referred to as "CONTRACTOR", to provide ergonomics services for County departments and staff such as policy implementation and improvements, ergonomic analysis, office ergonomics and back safety training, consultations, and other related services.
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. There are approximately 75 County buildings throughout Monterey County which may require services. Building and property locations include but are not limited to Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County as the San Luis Obispo County border. However, ergonomics services are most frequently performed in Salinas, Monterey, Seaside, Marina, or King City, CA. County current has over 4000 employees which includes staff at Natividad Medical Center (NMC).
- 2.2 County's current ergonomics processes have been in place since approximately April 2008 and have effectively managed or prevented countless injuries and have reduced workers' compensation claims and associated costs. County's Risk Management Division and its Ergonomics Manager are responsible for developing, implementing and managing the current ergonomic processes. Current processes focus on a lean, proactive approach which encourages the early reporting of signs and symptoms associated with office or material handling tasks. Employees can also report for other reasons including concerns about workstation set up, new processes or tasks assigned to them, relocation, safety concerns, or new hires. The ergonomics process provides for participation for non-occupational (medical conditions that are not work related, i.e. chronic back condition, knee arthritis, etc.) reasons as well. A safety and ergonomics policy to support the ergonomics process has been in place for several years. **County has this policy posted online along with forms and template documents (many of which are referenced herein) and other ergonomics related information at:**

<http://www.in.co.monterey.ca.us/personnel/safetyandergo/ergonomics/>
- 2.3 County continues to have good participation from all 29 County Departments plus NMC. County departments that most frequently use ergonomics services are Social and Employment Services, Health, Sheriff/Corrections, NMC, and Child Support Services.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|-----------------------------------|
| 3.1 | Issue RFP | Thurs. April 19, 2012 |
| 3.2 | Deadline for Written Questions | 3:00 p.m., PST, Wed. May 9, 2012 |
| 3.3 | Proposal Submittal Deadline | 3:00 p.m., PST, Wed. May 23, 2012 |
| 3.4 | Estimated Notification of Selection | June 2012 |
| 3.5 | Estimated AGREEMENT Date | July 1, 2012 |

This schedule is subject to change as necessary.

- 3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County	Jaime Ayala Buyer II 168 W. Alisal Street, 3 rd Floor Salinas, CA 93901-2439 Email: AyalaJ@co.monterey.ca.us FAX: (831) 755-4969 Phone: (831) 755-4998
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- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 5.2 **The Scope of Work includes but is not limited to the following:**
 - 5.2.1 **General Information on Evaluations:** Level I (L1) and Ergonomic Investigation (EI) evaluations are performed on request by County's employee, manager (with employee's agreement) and/or Ergonomics Manager in response to an identified risk. The requestor is required to complete County's standard Ergonomic Evaluation Request form. Workers' Compensation evaluation requests may be made on this form as well, including those prescribed by a doctor or referred by the Third Party Administrator (TPA). County's Ergonomics Manager will develop CONTRACTOR schedules consistent with mutually agreed upon service dates at the time of Agreement award(s). At a minimum CONTRACTOR should expect to work on-site at County facilities between 2-6 days per month. An average day of on-site work will typically entail 8 hours of work and between 4-6 evaluations, or one training plus approximately four evaluations.
 - 5.2.2 **Level I (L1) Preventive Ergonomic Evaluation and Report (individual):** Employee typically has no or low symptoms, is a new hire or has relocated. Evaluation may be used for follow up purposes also. No claim has been filed or reported by the employee. The evaluation is typically 30-40 minutes with which CONTRACTOR shall use the County's template report of findings and recommendations submitted to the Ergonomics Manager for distribution. The employee receives education and training in safe work practices and how to use their existing equipment. They are often encouraged to register for training. The evaluation is designed to prevent the onset of injury and claim filing. Digital photography is used to take one to two representative pictures of the employee at work. Departments are responsible for the implementation of the recommendations with some exceptions

- 5.2.2.1 L1 evaluations may be done individually or up to 10 in one day provided they are all needed in the same location. A half day service or full day service may be requested.
- 5.2.3 **Level 2 (L2) Ergonomic Investigation (EI) Evaluation and Report:** This Level 2 preventive evaluation is provided to employees with low to high signs and symptoms but no reported Workers' Compensation claim or employees with a non-occupational medical reason that would benefit from an ergonomic evaluation. The reports are prepared on a County of Monterey EI form which CONTRACTOR shall utilize. The evaluation typically takes one hour of onsite time to perform followed by report preparation and submission. Reports should include root cause analysis and biomechanical analysis of typical tasks that may cause discomfort. The employee receives education and training in safe work practices and how to use their existing equipment. They are often encouraged to register for training. The L2 evaluation is designed to prevent the onset of injury and claim filing. Digital photography is used to take as many representative pictures of the employee at work as needed to demonstrate root cause. Reports are submitted directly to the Ergonomics Manager.
- 5.2.4 **Level 3 (L3) Medical Only, Complex and/or Lost Time Workers' Compensation Evaluation and Report:** This Level 3 ergonomic evaluation is typically prescribed by the physician and authorized in advance by County TPA (Intercare). CONTRACTOR will receive pre-authorization to perform the ergonomic evaluation using their own report format and submit the report to County's Ergonomics Manager, the TPA, and the physician. Reports shall include root cause analysis and biomechanical analysis of typical tasks that may cause discomfort. The employee receives education and training in safe work practices and how to use their existing equipment. They are often encouraged to register for training. The L3 evaluation is designed to manage the injury more effectively and reduce or eliminate the root cause of the claim. Digital photography is used to take as many representative pictures of the employee at work as needed to demonstrate root cause. Reports are submitted directly to the Ergonomics Manager first, and upon approval by County's ergonomics manager, CONTRACTOR is then responsible for sending the report to the TPA Adjuster and the.
- 5.2.4.1 L3 evaluations are the only services herein in which CONTRACTOR invoices the TPA directly instead of invoicing the County.
- 5.2.5 **Follow-up Evaluations:** After employees have been seen for an EI or WC ergonomic evaluation, a follow up is often requested. These are typically shorter than the original evaluation and should include a review of the prior recommendations and what actions were taken. CONTRACTOR may use their own written format for follow-ups provided the report includes actions taken from prior recommendations and findings to justify additional actions. Digital photography of 1-2 pictures is recommended.

- 5.2.6 **“Office Ergonomics” and “Back Safety in the Office” Training:** Interactive classroom training lasting approximately 2 hours for 10-45 participants shall be offered every other month with office ergonomics and back safety training. CONTRACTOR shall provide training that meets the scope of the Cal-OSHA 5110 regulation and other recommended best practices. County shall provide the printed handouts for the trainings. However, upon request, CONTRACTOR may be asked to create customized handouts for specific trainings. The training programs shall include at a minimum (depending on training focus):
- An overview of the County’s ergonomics process;
 - The exposures which have been associated with Repetitive Motion Injuries (RMIs) and back injuries;
 - The symptoms and consequences of injuries caused by RMIs and Back injuries;
 - The importance of reporting symptoms and injuries to the employer;
 - Methods used by the employer to minimize RMIs and Back injuries.
- CONTRACTOR shall hand out satisfaction surveys that have been approved by County at the end of each training. County will review the surveys to measure performance of CONTRACTOR training effectiveness.
- 5.2.7 **Hourly Consultation:** From time to time, projects may arise requiring assistance by CONTRACTOR to advise on facility planning with ergonomics issues, perform department wide ergonomics projects, or assist with other areas of expertise that may be outside the scope of services listed herein.
- 5.2.8 **Ergonomic Evaluation Report Format:** All preventive ergonomic evaluations performed will be documented on County’s approved evaluation forms attached hereto as EXHIBIT 1 – L1 Evaluation Report and EXHIBIT 2 – Ergonomics Investigation Report, so that there is consistency between service providers and evaluations performed. When CONTRACTOR performs ergonomic evaluations for Workers’ Compensation services specifically, CONTRACTOR may use their own evaluation report format provided that they are consistent with the information requested in County’s evaluation forms attached hereto as EXHIBIT 1 and EXHIBIT 2.
- 5.2.9 **Recommended Ergonomics Products:** All ergonomic products will be recommended from an approved list of products from County of Monterey approved vendors posted on website, see link in Section 2.2 herein). However, note that some exceptions with regards to ordering outside of the pre-approved list may be necessary from time to time.
- 5.2.10 **Submittal of Reports:** All evaluation reports shall be submitted to County in Microsoft Word format (compatible with Word version 2003) or may be alternatively submitted as an optimized/reduced file size PDF. Reports shall be sent via email directly to County’s Ergonomics Manager. Note that County has a total 50 Mg file size limit on email attachments per each email sent. County’s

Ergonomics Manager will review each report and notify CONTRACTOR if changes need to be made to the evaluation to assure accuracy and best outcome.

6.0 QUALIFICATIONS REQUIRED

- 6.1 **Required:** CONTRACTOR and any evaluators CONTRACTOR may hire to provide services for County as stated herein shall have a minimum of five years of experience in office and material handling ergonomic evaluations and be board certified as a Certified Industrial Ergonomist (CIE) by the Oxford Research Institute or as a Certified Professional Ergonomist (CPE) by the Board of Certified Professional Ergonomists (BCPE); Certified Associate Ergonomist (CAE) or Certified Ergonomics Associate (CEA) with a minimum of seven years of experience is also acceptable. CONTRACTOR and any evaluators CONTRACTOR may hire shall possess a degree in Physical Therapy, Occupational Therapy, or Occupational Health Nursing, and/or have a degree in Human Factors and Ergonomics (HFE) from an accredited university.

7.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

7.1 CONTENT AND LAYOUT:

- 7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals or qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal or Qualifications Package Layout; Organize and Number Sections as Follows:</u>	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	RFP SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	QUALIFICATIONS REQUIRED
Section 3	PROJECT EXPERIENCE AND REFERENCES (ATTACHMENT B)
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	PRICING (ATTACHMENT A)
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a single page cover letter which should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been providing ergonomics services.

Signed RFP Signature Page and Signed Addenda (if any addenda were released for this solicitation). Proposals submitted without the signed RFP signature page and signed Addenda will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents**Section 2, Pre-Qualifications/Licensing Requirements:**

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets the qualifications required as set forth in Section 6.0 herein; indicating all licenses, degrees and certifications held.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify any and all key staff and subcontractors and include their titles, qualifications, and a brief summary of their experience as it is relevant to services identified herein.

Experience & References: CONTRACTOR shall describe 2 or 3 similar projects or contracts for which it provided services similar to the scope of work described herein. Please include phone numbers (and email addresses if possible) of key contacts from these job experiences as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day. If CONTRACTOR has no such history, then submit a statement clarifying this.

Section 4, Technical Aspects:

Complete the Questionnaire attached hereto as ATTACHMENT B and submit.

Submit a written statement clarifying which of the following locations your company is UNABLE to provide services to, if any: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, Lake San Antonio and Lake Nacimiento. If you are able to provide services to all of these locations at no additional cost, please state as such. Note: Travel time and expense shall not be paid for by County. Any expected costs associated with servicing these areas should be built into your pricing as submitted per below.

Section 5, Pricing:

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – Pricing Sheet attached hereto.

Section 6, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #10366”. Each Exception shall reference the RFP page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 7, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

7.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposals or qualifications packages shall adhere to the following:

- 7.2.1 Five (5) sets of the proposal or qualifications package (one original proposal marked “Original” plus four copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10366”. Additional copies may be requested by the COUNTY at its discretion.
- 7.2.2 Proposals or qualifications packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures,

pamphlets, and other pertinent information or work product examples may be included as Appendices.

- 7.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
 - 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
 - 7.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or qualifications package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10366 and CONTRACTORS COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal or qualifications packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal or qualifications packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 8.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 8.5 **Acceptance:** Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal or

qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

- 8.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 8.7 Compliance: Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 9.2 The selection criteria include, but are not limited to, the following:
 - 9.2.1 Qualifications
 - 9.2.2 Experience
 - 9.2.3 Pricing as per ATTACHMENT A
 - 9.2.4 Responses given in ATTACHMENT B – Questionnaire (thoroughness and creativity are important)
 - 9.2.5 Reference Checks
 - 9.2.6 Responsiveness of the Proposal
- 9.3 AGREEMENT award(s) will not be based on cost alone.

10.0 CONTRACT AWARDS

- 10.1 Multiple Award(s): County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR at the sole discretion of and benefit to County.
- 10.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.

- 10.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 10.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 10.5 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 10.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.
- 10.7 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

11.0 CONTRACT TERM

- 11.1 The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
10.1.1 County is not required to state a reason if it elects not to renew.
- 11.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
10.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 11.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 AGREEMENT TO TERMS AND CONDITIONS

- 13.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

14.0 COLLUSION

- 14.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

15.0 RIGHTS TO PERTINENT MATERIALS

- 15.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and _____, hereinafter referred to as "CONTRACTOR."

SAMPLE RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP) #10366 for Ergonomics Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

S1.0 PERFORMANCE OF THE AGREEMENT

- S1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10366 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10366. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

All attachments, Exhibits and Appendix to this AGREEMENT
 RFP #10366 Addendum (or Addenda) #____
 RFP # 10366 dated _____, including all attachments and exhibits
 CONTRACTOR'S Proposal dated _____,
 Certificate of Insurance
 Additional Insured Endorsements

- S1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP #10366 Addendum/Addenda #__, RFP #10366 including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- S1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- S1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- S1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

S2.0 SCOPE OF SERVICE

[_____]

(Shall be consistent with Scope of Work defined in RFP #10366 and shall include description of goods and/or services provided including timelines and deliverables. Shall also include itemized pricing (including tax), a total price, and all associated payment provisions. Additional conditions may be stated such as details regarding training, meetings, any "Acceptance Testing" or "Notice to Proceed" clauses and project management requirements if applicable.)

S3.0 TERM OF AGREEMENT

- S3.1 The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
- S3.1.1 County is not required to state a reason if it elects not to renew.
- S3.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- S3.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- S3.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

S4.0 COMPENSATION AND PAYMENTS

- S4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- S4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- S4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S4.6 Tax:
- S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- S4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

S5.0 INVOICES AND PURCHASE ORDERS

- S5.1 L3 evaluations which are invoiced to the TPA directly by CONTRACTOR. Invoices for all other services rendered per this AGREEMENT, except for shall be billed directly to _____ department at the following address:
- _____

- S5.2 CONTRACTOR shall reference RFP #10366 on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly

submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- S5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- S5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

S6.0 STANDARD INDEMNIFICATION

- S6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

S7.0 INSURANCE REQUIREMENTS

S7.1 Evidence of Coverage:

- S7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- S7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

S7.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

S7.3 Insurance Coverage Requirements:

S7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

S7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

S7.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

S7.4 Other Insurance Requirements:

S7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this

AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- S7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- S7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- S7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- S7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

S8.0 RECORDS AND CONFIDENTIALITY

- S8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- S8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

S9.0 NON-DISCRIMINATION

- S9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- S9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of

Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- S9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- S10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- S10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- S10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- S10.4 Any and all of CONTRACTOR's subcontractors shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

S11.0 CONFLICT OF INTEREST

- S11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with the COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing the COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to the COUNTY, as determined in the reasonable judgment of the Board of Supervisors of the COUNTY.
- S11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for the COUNTY will be kept confidential and not be disclosed to any other person.

CONTRACTOR agrees to immediately notify the COUNTY by notices provided in accordance with Section 20 of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the COUNTY hereunder.

S12.0 COMPLIANCE WITH APPLICABLE LAWS

- S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- S12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

S13.0 DRUG FREE WORKPLACE

- S13.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

S14.0 TRAVEL REIMBURSEMENT

- S14.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

S15.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE

S15.1 CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards"). As such, CONTRACTOR shall agree to and sign the Business Associates Agreement as attached hereto.

S16.0 REQUIREMENTS FOR WORK/SERVICES PERFORMED AT THE HEALTH DEPARTMENT

S16.1 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

S17.0 BACKGROUND CHECKS

S17.1 CONTRACTOR may be required to submit a State level criminal background clearance (plus fingerprinting) in order to do onsite evaluations within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office if requested. The cost of the background check and other such details will be negotiated at the time of the request should there be such a request. It is the decision of the individual department as to whether or not a background clearance shall be required.

S18.0 ACCESSIBILITY

S18.1 CONTRACTOR shall inform himself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

S19.0.0 NOTICES

S19.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey,
Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Name
Address

Tel. No. _____

FAX No. _____

Email _____

S20.0.0 LEGAL DISPUTES

S20.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

S20.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

S20.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

S20.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

--END OF SAMPLE AGREEMENT SECTION--

SIGNATURE PAGE, ATTACHMENTS & EXHIBITS

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SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP #10366
ISSUE DATE: APRIL 19, 2012



RFP TITLE: EGONOMICS SERVICES

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING
OFFICER BY
3:00 P.M., LOCAL TIME, ON MAY 23, 2012

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO

Jaime Ayala, Email: AyalaJ@co.monterey.ca.us

Fax (831) 755-4969

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 4 copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.

Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

RFP #10366 Attachment A – Pricing Sheet

Services may be provided anywhere throughout Monterey County as per RFP Section 2.1 but are most frequently performed in Salinas, Monterey, Seaside, Marina, or King City, CA.

All evaluation pricing rates should include **onsite time, research, report distribution and travel.**

Service Description	Hourly Rate
Level I evaluation- (preventive, non symptomatic, new hire)	
EI evaluation- (preventive, symptomatic, non-occ medical)	
WC Evaluation; MD Prescribed and authorized by TPA	
Follow up evaluation, All types	
Technical Analysis: non-traditional, material handling, healthcare or other	
Other Services	
Training development	
Training onsite	
Consultation (facility planning)	
Cancellation fee (if any):	
Other:	

--End of Attachment A--

RFP #10366 Attachment B - Questionnaire

Please provide a written response to each of the following questions and submit in your proposal. Per RFP Section 7.1 this questionnaire is considered the 'Technical Aspect' of your proposal. Submittal of this attachment is required in order for your proposal to be deemed responsive. All responses should be in Times New Roman Font size 12.

1. Describe an ergonomic project in the last two years you've worked on which you and your client were happy with the outcome and explain why. Indicate what the problem was, include the recommendations you made and the outcome if known, Select a project you did from the following list:
 - a. Material Handling Project
 - b. Hospital/healthcare project
 - c. Law Enforcement project
 - d. Other City/County project.

You may include one – two representative photos of the project. Limit your response to one page.

2. List at least five different types of trainings you have developed and presented such as basic office ergonomics, material handling, or train the evaluator. Provide training objectives from one of those listed. Also, provide evidence of satisfaction for one training you have given in the last two years through satisfaction survey or other reference.
3. Describe how you would approach a project that requires facility planning with ergonomics to renovate a department (office environment). What type of data would you collect? What steps would you take to conduct the analysis? Limit your response to no more than 2 paragraphs.
4. Describe the types of statistics and data you would keep track of during your performance providing services for County as per this RFP which would show the benefit of your services to the County's Ergonomics Manager annually. You may include an excel table or other means but limit your response to no more than one page.
5. Describe how you would handle an unexpected cancellation of an evaluation and state whether you would charge any fee to compensate for that lost appointment (include the fee if any). Limit your response to no more than 2 paragraphs.
6. What is a reasonable time frame for you to submit 6 (3 EI and 3 WC) reports to the County's Ergonomics Manager following a site visit to the County of Monterey?
7. How many days per month are you available to perform services at the County of Monterey? Please clarify if the available days stated include limited hours as well.
8. Provide an example report of a typical workers' compensation evaluation you have performed in the last two years for an injured employee in an office environment. Remove confidential information as needed.

--End of Attachment B--

RFP #10366 EXHIBIT 1
Ergonomics Investigation Report



the

Note: This ergonomic evaluation and report is provided as a request by employee or manager. No workers' comp claim has been filed. It is intended to prevent the onset of injury as the employee is symptomatic.

Site Visit:

Prior Evaluations:

Employee:

Department:

Location/Address:

Supervisor:

Evaluator:

Job Title:

Employee Concern:

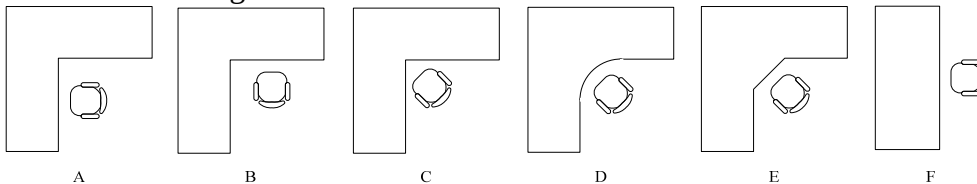
Actions taken to date:

Risk Factors (Root Cause):

Anthropometric Preferences (inches):

Height: _____
 Weight: < 100 lbs or >250 lbs.
 Hand Dominance: R or L
☐ Glasses: ☐ Bi ☐ Pro ☐ Single ☐ Contacts
 Floor to popliteal ht : _____ Heel ht: _____
 Seat pan to forearm: _____
 Floor to seated elbow: _____
 Keyboard tray height: _____
 Floor to wrist : _____
 Keyboard height: _____
 Floor to seated eye : _____
 Floor to 1st line of type : _____
 Floor to work surface: _____ (Actual)
 Others:

Workstation Design:



Equipment Inventory and Needs:

Equipment Checklist	Currently Has	Needs	Specific Criteria	Actions Completed
Ergonomic chair with all adjustable features to include ☐ back height, ☐ armrest height/width, ☐ seat tilt for forward and ☐ recline, ☐ seat depth adjustment, ☐ seat height. Model/Yr: _____			☐ Tall ☐ Small Stature	
Foot rest				
Keyboard articulating tray and arm that supports the mouse adjacent to the keyboard.				
Keyboard/mouse wrist rest				
Mouse bridge				
Alternative keyboard				
Alternative Pointing device				
Glare Screen				
In-line document holder				
Slant or posture board for writing				
Monitor risers				
Monitor Valet or Arm for standard or flat monitor				
Crank or Electric height adjustable work surface				
Task lamp				
Organizational tools				
Telephone Headset				
Other:				

Other:				
--------	--	--	--	--

Facility Actions:

Facility Actions	Maintenance	Construction	Electrical	Other	Action Completed
Describe:					

Actions Taken and Education Provided:

Actions taken to correct; education and training provided	Yes	No	Further Actions Needed or Comments	Actions taken to correct; education and training provided	Yes	No	Further Actions Needed or Comments
Chair adjusted for fit, education on use and sitting postures				Essential tool placement			
Keyboard/mouse use				Document placement when keyboarding			
Articulating tray use				Safe work practices			
Monitor placement				Other:			

RELOCATION INFORMATION: To be used if employee is relocated to a similar workstation. All equipment provided to the employee as the result of this ergo evaluation or prior ergo evals should be relocated with the employee to the assigned workstation.

Desk Orientation for preferred work flow	Return is on the ☐ right ☐ left side of the primary
Desk height with keyboard on desk	
Desk height with keyboard tray	
Monitor height (above recommended desk height)	inches to first line of type

Summary of Findings:

Employee Safe Work Practices:

☐ Referred employee to County Ergo Website: <http://www.co.monterey.ca.us/personnel/safetyandergo/ergonomics/>

- 1.
- 2.
- 3.

☐ Recommend product trial of _____ prior to purchase.

This evaluation has been sent to the Ergonomics Manager and the Supervisor or other designated party for actions regarding the following:

- ☐ Purchase of products needed (*Ergonomics Manager to provide details*)
- ☐ Facility actions
- ☐ Level II evaluation: individual with discomfort.
- ☐ Injury reporting form
- ☐ Other:

Recommendations:

The recommendations below are provided as suggestions to minimize aggravation and reduce further risk to the employee and the likelihood of workers' compensation claim filing. ***The products can be purchased through Risk Management with your approval or you can pay directly through your own budget. The cost will be charged to the County's Internal Service fund for loss control purposes if Risk Management pays for the products.*** Please email Heller@co.monterey.ca.us when the products have been installed. Vendors listed have been approved by the County of Monterey.

THE PRODUCTS LISTED BELOW ARE RECOMMENDED FOR THE EMPLOYEE. **THIS IS NOT AN ACTUAL ORDER** BUT IT IS PROVIDED TO ASSIST IN PLACING THE APPROPRIATE ORDER. FOR FURTHER ASSISTANCE, CONTACT ALISON HELLER-ONO, ERGONOMICS MANAGER AT X5856.

Approved Vendors Include but are not limited to: Staples, Office Depot, PBI, Cube Solutions, Palace Office Supplies, Electronic Classroom West., Pivot Interiors, KB Interiors/Axiom and Ask Ergo Works.

Product Image	Model Number /Description/Cost	Vendor	Purpose for Product
Total Estimated Cost			RM Approval _____Date_____
			Ergo Manager Approval _____Date_____

Facility and System Support Actions:

1.

Please sign and fax to the Ergonomics Department at 751-9597 *with your authorization within 5 business days.*

Employee Acknowledgement: I have reviewed and discussed my ergonomic evaluation and understand it is intended to provide education regarding self-care, safe work practices and how to use my current equipment. The product recommendations in this report may be implemented at my employer's discretion. Some of the information in this report may be considered medically sensitive and can be shared with my employer.

Employee Signature

Date

Management Acknowledgement: I have reviewed and discussed this evaluation with the employee and authorize the purchase and implementation of the products recommended for this case or the actions recommended.

Check one:

- ☐ My department will pay for these items.
- ☐ I need assistance paying for these items through Risk Management. My department budget is _____ for this case.

Supervisor/Manager Signature

Date

Department Manager Signature

Date

Ergonomist

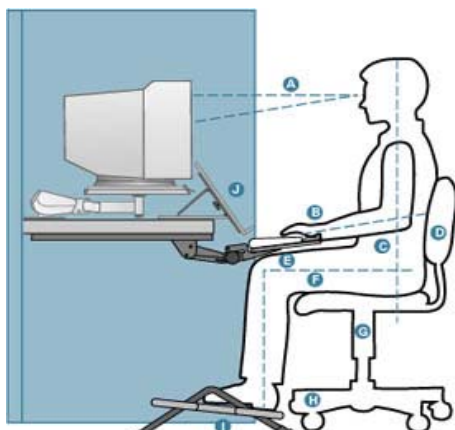
Date:

Cc:



RFP #10366 EXHIBIT 2 LEVEL I ERGONOMIC EVALUATION REPORT

Employee Name:	Job Title:
Department:	Supervisor:
Address:	Evaluator Name:
Employee Telephone:	Site Visit Date:



Evaluation Procedure:

Reminder: Neutral posture is head (ear) in line with shoulders, shoulders over hips, hips and knees level, feet firmly on the floor, elbows under shoulders at approximately 70-90 degrees, wrists in line with forearms. Measurements are taken from neutral.

1. Observe employee at work for a few minutes. Look for how they are sitting, placement of keyboard and monitor relative to their posture, reach for the keyboard and mouse, phone placement, document placement for inputting.
2. Using the 11 workstation criteria below:
 - a. Establish neutral posture in the chair. Make necessary adjustments for best fit.
 - b. Take the necessary measurements as listed below.
 - c. Determine fit to the keyboard, mouse, monitor and other tools used routinely. Make adjustments and corrections as needed.
 - d. Educate the employee on how to adjust and place all equipment for best fit. Review safe work practices

Employee Comments:

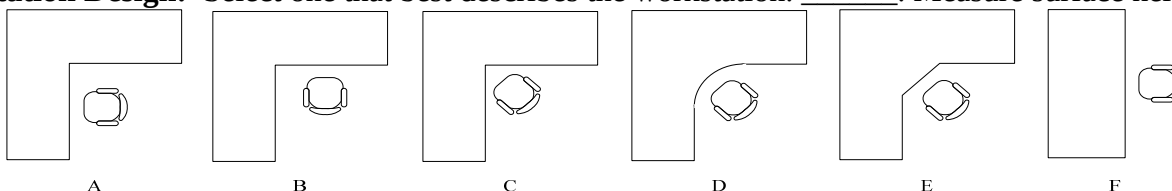
Height: _____actual ☐ less than 5' ☐ greater than 6'
Weight: ☐ less than 105 lbs. ☐ greater than 250 lbs. ☐ In between
Handedness: ☐ Right ☐ Left

Discomfort Assessment: ☐ Referred to Ergonomics Manager as pain or discomfort is reported.

- ☐ No reported discomfort
- ☐ History of discomfort to _____ when _____.
- ☐ Discomfort associated with routine work tasks : Date of onset: _____
- Indicate location (R/L or center):
- | | | | |
|---|---|---|---|
| ☐ Wrist/hand _____ | ☐ Forearm _____ | ☐ Elbow _____ | ☐ Shoulder _____ |
| ☐ Neck _____ | ☐ Upper back _____ | ☐ Mid back _____ | ☐ Lower back _____ |
- Discomfort level: ☐ Low ☐ Moderate ☐ High
- Duration: ☐ Occasional ☐ Frequent ☐ Constant

Vision: Employee currently ☐ does ☐ does not wear glasses for monitor viewing.
Indicate type of glasses ☐ Single lense ☐ Bifocal ☐ Progressive ☐ Trifocal ☐ Contacts

Workstation Design: Select one that best describes the workstation. _____. Measure surface height_____



Workstation Criteria	Meets	Does Not Meet	Corrective Action	Recommendation
Feet flat on the floor (or footrest if feet don't reach). (Floor to back of knee height _____)				
Back well supported. (Low back support)				
Hips and knees at a right angle or hips slightly higher than knees.				
Arms close to trunk with or without armrest support.				
Elbows flexed to approximately 90-110 degrees. (Floor to seated elbow height _____)				
Keyboard under neutral wrists with fingertips floating over keys. (Floor to seated wrist height _____)				
Easy reach to mouse. Push from the shoulders to move the mouse with wrist in line with forearm.				
Head looking straight ahead to monitor first line of type. (Floor to seated eye height _____)				
Monitor at eye level and at least arms length distance for visual comfort. (Floor to monitor height 1 st line _____)				
Documents in-line between monitor and keyboard or adjacent to left or right.				
Headset used if on the phone more than 2 hours/day or 30% with computer use				

Evaluator Comments:

Ergonomics Accessories Inventory:	Currently Has	Recommend/Comments	Refer to EM
Ergonomic chair with all adjustable features to include ☐ back height, ☐ armrest height/width, ☐ seat tilt for ☐ forward and ☐ recline, ☐ seat depth adjustment, ☐ seat height. Model/Yr: _____	☐ Steelcase Criterion ☐ Steelcase Sensor ☐ Other_____	☐ Chair replacement needed	
Foot rest			
Articulating keyboard tray and arm that supports the mouse adjacent to the keyboard.			
Keyboard wrist rest			
Mouse wrist rest			
Keyboard	☐ Standard ☐ Alternative		
Pointing device	☐ Standard ☐ Alternative		
Document holder	☐ In-line ☐ Table top		
Monitor risers			
Glare Screen	☐ Monitor size_____		
Telephone Headset	☐ corded ☐ cordless		
Other:			
Other:			

Evaluator Summary of Findings and Recommendations:

☐ Reviewed Safe Work Practices ☐ Reviewed Self Care Brochure

(<http://www.co.monterey/personnel/safetyandergo/ergonomics>)

This evaluation has been referred to the employee's Supervisor for actions regarding the following:

☐ No Immediate Actions

☐ **Corrective Actions: See below**

☐ Maintenance Actions

☐ Systems (IT) Support:

☐ Purchases (Paid by Department)

☐ Level II evaluation (employee has symptoms or medical reason)

☐ Other:

Employee Acknowledgement: *I have reviewed and discussed my ergonomic evaluation and understand it is intended to provide education regarding self-care, safe work practices and how to use my current equipment. The product recommendations in this report are to be implemented at my employer's discretion.*

Evaluator _____	Signature _____	Date _____
Employee _____	Signature _____	Date _____
Supervisor _____	Signature _____	Date _____

Cc: Ergonomics Manager, Supervisor, and Employee

Evaluator and/or Supervisor Use Only for Outcomes Tracking:

Purchasing and facility Actions Taken:

Total Costs: \$ _____

Action Completed: _____

Signed

Date

Evaluator sent signed report to Ergonomics Manager on _____ (Date)

Recommendations:

The recommendations below are provided as suggestions to minimize aggravation and reduce further risk to the employee and the likelihood of workers' compensation claim filing. ***The products can be purchased through Risk Management with your approval or you can pay directly through your own budget. The cost will be charged to the County's Internal Service fund for loss control purposes if Risk Management pays for the products.*** Please email Hellera@co.monterey.ca.us when the products have been installed. Vendors listed have been approved by the County of Monterey.

THE PRODUCTS LISTED BELOW ARE RECOMMENDED FOR THE EMPLOYEE. **THIS IS NOT AN ACTUAL ORDER** BUT IT IS PROVIDED TO ASSIST IN PLACING THE APPROPRIATE ORDER.

Total Estimated Cost		RM Approval _____ Date _____ Ergonomics Manager _____ Date _____
For Purchases only:		

Facility and IT Actions:

- 1.
- 2.

Please sign and fax to the Ergonomics Department at 751-9597 *with your authorization within 5 business days.*

Authorizing Signatures:

Employee Acknowledgement: I have reviewed and discussed my ergonomic evaluation and understand it is intended to provide education regarding self-care, safe work practices and how to use my current equipment. The product recommendations in this report may be implemented at my employer's discretion. Some of the information in this report may be considered medically sensitive and can be shared with my employer.

Employee Signature

Date

Management Acknowledgement:

I have reviewed and discussed this evaluation with the employee and authorize the purchase and implementation of the products recommended for this case or the actions recommended.

Check one:

- ☐ My department will pay for these items.
- ☐ I need assistance paying for these items through Risk Management. Our budget unit number is _____ for this case.

Supervisor/Manager

Date

Department Manager

Date

Evaluator
Title Ergonomist

Date April 18, 2012

Cc:

OFFICE WORKERS
DO'S AND DON'TS FOR SAFE WORK PRACTICES



Instructions: Identify the top 10 Do's and Don'ts you are willing to work on to minimize your risk of repetitive motion injury. You can select more or less depending on your need to improve your safe work practices.

DO...

- ☐ Report any concerns to your supervisor early.
- ☐ Maintain neutral postures for different body parts as much as possible.
- ☐ While performing desk work or computer work, be conscious of your sitting posture, your chair position, and how your arms are aligned with your work surface.
- ☐ Keep your wrists in neutral and avoid excessive deviations when typing or mousing.
- ☐ Position the keyboard slightly below elbow height.
- ☐ Adjust your chair as your tasks change through the day. Use forward tilt for desk work; recline while on the telephone conversing, maintain lumbar support.
- ☐ Use a headset for telephone work if more than 2 hours/day and simultaneous with computer.
- ☐ Keep your work area well organized. Avoid cluttering the area around your legs and feet.
- ☐ Keep commonly used items within near reach (14" to 24") and arranged in a half circle around you.
- ☐ Set up your document holder between the keyboard and monitor for easy viewing.
- ☐ Monitor how hard you are gripping your hand tools or keying and lighten up.
- ☐ Float your hands and wrists over the keyboard. Lift from the elbow to reach the mouse.
- ☐ Move from the shoulders when typing and using the mouse to activate large muscle groups.
- ☐ Change your position often (every 30 minutes to hourly).
- ☐ Alternate your work tasks throughout your workday.
- ☐ Make adjustments to your workstation to suit your position.
- ☐ Recognize early signs of muscle fatigue, and stretch or change your task.
- ☐ Rest your eye muscles.
- ☐ Maintain good flexibility and strength. Stretch while at work and walk around the department. Stretch every 30 minutes for up to 5 minutes during a repetitive task.
- ☐ Ice an area if it is aching during or after work for at least 20 minutes/day.

Don't...

- ☐ Sit in the same position for **more than 60 minutes**.
- ☐ Wait until you feel pain or discomfort to stop an activity.
- ☐ Sit with slouched posture over your desk or to the front edge of your chair.
- ☐ Do a repetitive task all at once.
- ☐ Pinch or grip excessively or pound your keyboard.
- ☐ Cradle the phone between your neck and shoulder.
- ☐ Keep your body, arms or legs in an awkward position for any length of time.
- ☐ Poise with your wrists in extension or lean your hands or forearms on a hard edge, surface or wrist rest.
- ☐ Hold onto your mouse or leave your hands at the keyboard if you are not **actively** using the tools.
- ☐ Use the mouse as a pointer to assist with reading documents on your monitor.
- ☐ Overreach with your fingers, arms or back.
- ☐ **Complain if you haven't done all that you can to work in comfort.**

I have reviewed and understand the list of safe work practices and agree to work on the strategies selected to reduce my risk of an ergonomic injury. I will make a good faith effort to make these my safe work habits.

Employee Name _____ Signature _____ Date _____

Evaluator Name _____ Signature _____ Date _____

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the ____ of ____, 200__, by and between the **COUNTY OF MONTEREY**, hereinafter referred to as “Covered Entity”, and _____, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the County of Monterey to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled _____ and is hereby referred to as the “Arrangement Agreement”); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties’ continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

- (a) Business Associate agrees:
 - (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;
 - (ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take

reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

- (b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:
 - (i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose 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;
 - (ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:
COUNTY OF MONTEREY

BUSINESS ASSOCIATE:

By:_____

By:_____

Title: _____

Title:_____

Date:_____

Date:_____