

COUNTY OF SANTA CLARA, CALIFORNIA



REQUEST FOR PROPOSAL #1037
for
ORAL LANGUAGE INTERPRETATION SERVICES
January 14, 2010

PROPOSALS DUE:
February 05, 2010 by 3:00 p.m.
PACIFIC TIME

PROCUREMENT DEPARTMENT
2310 NORTH FIRST STREET, SUITE 201
SAN JOSE, CA 95131-1040

Contact: Caroline Kho
408-491-7428
caroline.kho@proc.sccgov.org

TABLE OF CONTENTS

	PAGE
I. INTRODUCTION	3
II. CONDITIONS AND GOVERNING THE PROCUREMENT	8
III. RESPONSE FORMAT AND ORGANIZATION	13
IV. EVALUATION	16
V. REQUIREMENTS AND OFFEROR SUBMITTALS	17

ATTACHMENTS

ATTACHMENT 1 – LIST OF LANGUAGES
ATTACHMENT 2 – SAMPLE OF WORDS
ATTACHMENT 3 – INDEMNITY AND INSURANCE REQUIREMENTS
ATTACHMENT 4 – AGREEMENT TERMS AND CONDITIONS (*SAMPLE*)
ATTACHMENT 5 – HIPAA BUSINESS ASSOCIATE AGREEMENT
ATTACHMENT 6 – HITECH BUSINESS ASSOCIATE REQUIREMENTS

APPENDICES

All Appendices are to be submitted with the proposal:

APPENDIX A – PROPOSAL PRICE RESPONSE FORM
APPENDIX B – NON-COLLUSION DECLARATION
APPENDIX C – DESIGNATION OF SUBCONTRACTORS
APPENDIX D – CONTRACTING PRINCIPLES AND DECLARATION OF
CONTRACTOR
APPENDIX E– TYPE II CONTRACTOR INFORMATION PACKET
(Sections 1-9)
APPENDIX F – CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

I. INTRODUCTION

A. INVITATION

The County of Santa Clara (hereafter referred to as "County") is requesting proposals from qualified contractors to provide oral language interpretation services as required by the Santa Clara Valley Health and Hospital System (hereafter referred to as "SCVHHS").

Offeror must provide interpreters who speak English fluently, as well as a second language, and are competent in the use of basic medical terminology in the language that they translate. The Offeror shall have an ongoing obligation to assess the competency of its interpreters' use of basic medical terminology.

Oral language interpretation services shall be provided via telephone. Interpreters must be available twenty-four hours a day, seven days a week, including all holidays.

This solicitation shall result in a single source award.

The resulting contract shall be for a term of three (3) years with an option to renew for two (2) additional years, unless terminated earlier or otherwise amended.

B. BACKGROUND

The County of Santa Clara is located in Northern California and has a diverse ethnic population of which a percentage of its residents do not speak the English language fluently. The Santa Clara Valley Health and Hospital System (SCVHHS) require oral language interpretation services to communicate with those people who do not speak English fluently or speak a language other than English.

In addition, State law requires the provision of language assistance services to patients and clients with language and communication barriers.

In 2008, SCVHHS utilized an estimated 223,000 minutes for oral interpretation services in approximately seventy (70) different languages. There has been a progressive increase in the usage for this service each year. Given that this figure, however, is based upon past usage, the County does not guarantee any minimum quantity of minutes or spend with the successful Offeror.

Interpretation services are to be accessed through a variety of locations (including the emergency center, hospital operator, Valley Medical Center (VMC), Mental Health and Valley Health Centers, among others) through the interpretation services telephone system available on-site at these locations or through direct dial of the Contractor's toll free telephone number.

When an oral language interpretation service is required, the requesting department shall contact the SCVHHS dispatcher (during normal business hours) or the switchboard operator (after hours and weekends). The dispatcher or switchboard operator contacts the Contractor and provides it with the access code and the language required. The Contractor then connects the call to an interpreter.

1. Santa Clara Valley Health and Hospital System (SCVHHS)

The County of Santa Clara operates Santa Clara Valley Health and Hospital System (SCVHHS) and Valley Health Plan (VHP). SCVHHS is comprised of an acute care public teaching hospital, Santa Clara Valley Medical Center (SCVMC), as well as Ambulatory and Managed Care Outpatient services, Custody, Public Health, Mental Health and Drug and Alcohol Services.

2. Santa Clara Valley Medical Center (SCVMC)

SCVMC is a 574 -bed acute care public teaching hospital affiliated with Stanford University Medical School and provides a full range of inpatient, emergency, rehabilitation, neonatal, intensive care, high-risk maternity care, psychiatry, pediatric intensive care, and burn intensive care services. The Ambulatory outpatient services include both primary and specialty clinics located not only at SCVMC but also at satellite facilities located throughout the County. SCVMC has an average daily census of approximately 365 patients. Annual outpatient visits are approximately 877,654.

3. Ambulatory and Community Health Services (ACHS)

Ambulatory and Community Health Services provides both *primary* (Adult Medicine, Pediatrics, and OB/GYN) and *secondary* services (specialty services including but not limited to Eye, Ear, Nose & Throat (EENT), Pulmonary, Dermatology, Endocrinology, Cardiology, Rheumatology, Neurology, Rehab, Medical Oncology, Radiation Therapy, General Surgery, Orthopedics, Podiatry, Plastics, and Urology). There are nine satellite locations – the Outpatient Department at Valley Medical Center and the Valley Health Centers of Moorpark, Bascom, Lenzen, Gilroy, Silvercreek, Tully, East Valley, and Sunnyvale. There are also mobile medical vans that travel to various schools throughout the County to provide services for the children at these schools. In addition to the above-mentioned services, there are many other components to Ambulatory Care, which support these clinics (i.e., Schedule Maintenance, Charge Entry, Valley Connections, *Language Services*, Quality Improvement, Staff Development, and Utilization Management).

4. SCVHHS Information Services Department

Information systems and technology for SCVHHS is centralized in the Information Services (IS) Department and is responsible for all systems, planning, development and support within HHS. Business units comprising IS are:

- A. Application Services – provides a comprehensive array of services
 - o Strategy
 - o Solutions
 - o Sourcing
 - o Support
- B. Technical Services
 - o Data Center Operations
 - o Operations
 - o Customer Service
 - o Field Support

Technical Environment

Santa Clara Valley Health and Hospital System (SCVHHS)

Information Services - Technical Services

Technical Standards – Intel Platform

As of February 2009

SERVER

Operating system	Windows Server 2003/Windows Active Directory
Hardware	Intel Dual Core 3.0 GHZ – 2MB cache, fiber/GBE NIC (redundant), SAN integration via Emulex 1000-L2 HBAs, dual processor, 4GB RAM per processor minimum, redundant power supplies. Blade technology preferred
Backup	Veritas NetBackup 6.x and/or
Server redundancy/cluster	Depends on application
Disk array	Raid 1(Blade),Standalone: RAID 1 (OS) RAID 5 (Data)
Antivirus	Symantec AV 10.x

DESKTOP/LAPTOP HARDWARE

Mid-level PC with 19" monitor	HP Convertible Minitower For most current spec see Valley Pages – Forms – Information Services – HHS Special Specifications
Small footprint PC with flat 19" LCD panel monitor (where space requires small footprint)	HP Ultra-Slim Desktop For most current spec see Valley Pages – Forms – Information Services – HHS Special Specifications
Monitor settings	1024 x 768/ high color
Laptop	HP NC8430 – 15.4" display, Wi-Fi a/g/n For most current spec see Valley Pages – Forms – Information Services – HHS Special Specifications
Docking station	Basic docking station 1.1

DESKTOP/LAPTOP SOFTWARE

Operating System	Windows XP with Service Pack 3
Office applications	Microsoft Office 2003 Professional, sp2
Email	Microsoft Outlook 2003
Terminal emulation	NetManage Rumba 2000 v.6
PDF reader	Adobe Acrobat Reader 7.0
Desktop database	Microsoft Access 2003
Internet browser	Microsoft Internet Explorer 7.0
Antivirus	Symantec AntiVirus Corporate Edition Version 11.x
Java	Java Version 1.5.x
Encryption – Laptop Only	PointSec v6.1

PRINTERS

<u>Laser</u>	HP LaserJet – Group - Mid-range printer is 4250tn HP Laserjet – MFP is HP 4345tn HP Laserjet – standalone is HP2105d
Impact	Not supported
Label	Zebra with network connectivity
Network interface	HP- Internal Jet Direct

COMMUNICATION

Protocol	TCP/IP
Topology	Ethernet
Routers/ switches	Cisco
Bandwidth – network	Gigabit (sx/lx)
Bandwidth – to the desktop	10/100/1000 MB/ second
Backbone	Fiber optic
Cable to the desktop	Category 5e UTP with RJ45 connections

REMOTE AUTHENTICATION/SUPPORT

CRYPTOcard via Cisco VPN

C. PROJECT SCOPE OF WORK

The intent of this Request for Proposal (RFP) is to seek an experienced and qualified Contractor who can provide oral language interpretation services for the Santa Clara Valley Health and Hospital System (SCVHHS), including eight (8) outpatient clinic sites, four (4) ancillary service sites, and a large inpatient hospital facility that houses approximately twenty-seven (27) specialties.

D. PROCUREMENT OFFICER/POINT OF CONTACT

The County has designated a Procurement Officer who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Caroline Kho, Procurement Contracts Specialist
Procurement Department
County of Santa Clara
2310 North First Street, Suite 201
San Jose, CA 95131-1040
Telephone: 408-491-7428
E-mail: caroline.kho@proc.sccgov.org

Any inquiries or request regarding this procurement should be submitted to the Procurement Officer in writing. The Procurement Officer will not respond to questions submitted in any other manner or format.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the anticipated schedule for the procurement and describes the procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS AND CONTACT INFORMATION

The Procurement Officer will make every effort to adhere to the following anticipated schedule:

	Action	Date
1.	Issue of RFP	01/14/2010
2.	Deadline To Submit Written Questions	01/20/2010 by 5:00 p.m.
3.	Response to Written Questions/RFP Amendments (Addendum)	01/22/2010 by 5:00 p.m.
4.	<i>Submission of Proposals</i>	<i>02/05/2010</i> by 3:00 p.m.
5.	Proposal Evaluation	02/08/2010-02/18/2010
6.	Selection of Finalist	02/26/2010
7.	Final Negotiations, Best and Final Offer (BAFO), Finalize and Award Contract	March 2010

B. EXPLANATION OF EVENTS

1. ISSUE OF RFP

This RFP is being issued by the County Procurement Department. Copies of this RFP including supporting documents may be obtained from the bid management site www.bidsync.com.

2. DEADLINE TO SUBMIT WRITTEN QUESTIONS

Potential Offerors may submit written questions to this RFP until the deadline as indicated in Section II, Paragraph A. The Procurement Officer will not respond to questions submitted in any other manner or format.

Additional written requests must be received by the Procurement Officer no later than three (3) days after the posting of the addendum on www.bidsync.com.

3. RESPONSE TO WRITTEN QUESTIONS/RFP AMENDMENTS

Written responses to written questions, and any changes to the RFP, will be issued as an addendum, and posted on www.bidsync.com. The County reserves the right to post addenda until the RFP closing date and time.

4. SUBMISSION OF PROPOSAL

PROPOSALS MUST BE RECEIVED **NO LATER THAN THE DEADLINE SPECIFIED IN SECTION II, PARAGRAPH A.** Proposals are to be received at the time and place listed below. All received proposals will be time stamped.

All deliveries via express carrier should be addressed as follows:

Caroline Kho, Procurement Contracts Specialist
Procurement Department – RFP # 1037
County of Santa Clara
2310 North First Street, Suite 201
San Jose, CA 95131-1040

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # and title as referenced on the cover page.

C. GENERAL

1. INCURRING COST

This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

2. CLAIMS AGAINST THE COUNTY

Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).

3. GUARANTEE OF PROPOSAL

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one-hundred and eighty (180) days after the due date for receipt of proposals or one-hundred eighty (180) days after receipt of a best and final offer, if one is submitted.

4. BASIS FOR PROPOSAL

Only information supplied by the County in writing or in this RFP should be used as the basis for the preparation of Offeror's proposal.

5. FORM OF PROPOSALS

No oral, telephone, facsimile, or electronic proposals will be accepted.

6. AMENDED PROPOSAL

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The County personnel will not merge, collate, or assemble proposal materials.

7. WITHDRAWAL OF PROPOSAL

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Director of Procurement.

8. LATE RESPONSES

All proposals submitted in response to this RFP must be delivered in person or received via courier or mail no later than the RFP due date and time. The Procurement Department time and date stamp will be the basis of determining receipt of proposal.

9. NO PUBLIC PROPOSAL OPENING

There will be no public opening for this RFP.

10. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial by County

of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

11. CONFIDENTIALITY

All data and information gathered by the Offeror and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the Offeror and its agents as confidential. The Offeror and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by an Offeror to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA.

12. ELECTRONIC MAIL ADDRESS

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Offerors agree to provide the Procurement Officer with a valid e-mail address to receive this correspondence.

13. USE OF ELECTRONIC VERSIONS OF THE RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Procurement Department the version maintained by the Procurement Department must govern.

14. COUNTY RIGHTS

The County reserves the right to do the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Offerors supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- h. Negotiate with any or none of the Offerors;
- i. Modify in the final agreement any terms and/or conditions described in this RFP;
- j. Terminate failed negotiations with an Offeror without liability, and negotiate

- with other Offerors;
- k. Disqualify any Offeror on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County;
- l. Eliminate, reject or disqualify a proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as determined solely by the County; and/or
- m. To accept all or a portion of an Offeror's proposal.

III. RESPONSE FORMAT AND ORGANIZATION

A. **NUMBER OF RESPONSES**

Offerors shall submit only one proposal.

B. **NUMBER OF COPIES**

Offerors must provide one (1) original and four (4) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals. The original must be stamped "ORIGINAL" and contain original signatures on the necessary forms.

All of the original binders must be stamped "ORIGINAL." Original Binder must contain all of the required signatures from the Offeror. The remaining sets should be copies of the originals.

Offerors shall submit two CDs in CD-ROM format with the following information:

- 1 CD shall contain the entire Proposal (*with the exception of Appendix A, "Proposal Price Response Form"*)
- 1 CD shall contain Appendix A only, "Proposal Price Response Form"

The above must be prepared using either Microsoft Office 2003 or Word and Excel. The 2 CDs set shall be inserted in the binder marked "ORIGINAL."

C. **PROPOSAL FORMAT**

All proposals shall be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Hard copies should utilize both sides of the paper where practical.

1. **LETTER OF TRANSMITTAL**

Each proposal received must include a letter of transmittal. The letter of transmittal **MUST**:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;

- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Be signed by the person authorized to contractually obligate the organization
- f. Acknowledge receipt of any and all addenda to this RFP; and identify all sections of the proposal that the Offeror claims contain “proprietary” or “confidential” information.

2. **PROPOSAL ORGANIZATION**

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

Tab 1	Letter of Transmittal
Tab 2	Table of Contents
Tab 3	Executive Summary
Tab 4	<i>Section V.2.A. Items 2 to 6 - Offeror's Experience / Information</i>
Tab 5	<i>Section V.2.B. Items 1 to 3 - Project Implementation and Project Management, Technical Approach and Methodology, Value Added Services</i>
Tab 6	<i>Section V.2.C. Items 1 to 2 - Reporting Requirements and Training and Ongoing Service and Support</i>
Tab 7	<i>Appendix B - Non-Collusion Declaration</i>
Tab 8	<i>Appendix C - Designation of Subcontractors</i>
Tab 9	<i>Appendix D- Contracting Principles and Declaration Contractor</i>
Tab 10	<i>Appendix E- Type II Contractor Information Packet</i>
Tab 11	<i>Appendix F- Contractor Acknowledgement and Confidentiality Agreement</i>
Tab 12	<i>Response to County Terms & Conditions (refer to Attachment 4 Sample Agreement)</i>
Tab 13	Offeror's Additional Terms and Conditions
Tab 14	Customer Service and Support Agreement
Tab 15	Magnetic Media (CDs) (<i>in ORIGINAL Binder only</i>)

APPENDIX A PROPOSAL PRICE RESPONSE FORM

The original form must be submitted in a sealed envelope marked “APPENDIX A - ORIGINAL.” In addition, Offeror must submit four (4) copies in a one separate sealed envelope marked “APPENDIX A - COPIES.”

3. **PROPOSAL PREPARATION INSTRUCTIONS**

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.

4. **NON-CONFORMING SUBMISSIONS**

Any submission may be construed as a non-conforming Proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a Proposal non-conforming. **AT THE COUNTY'S SOLE DISCRETION, NON CONFORMING PROPOSALS MAY BE REJECTED OR THE PROPOSAL OVERALL RATING MAY BE DOWNGRADED.**

IV. EVALUATION

FACTORS

The **Evaluation Criteria** listed below will be utilized in the evaluation of the Offeror's written proposals. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should give clear, concise information in sufficient detail to allow an evaluation based on the criteria below. An Offeror must be acceptable in all criteria for a contract to be awarded to that Offeror whose proposal provides the best value to the County.

1. Adherence to the RFP;
2. Corporate Strength, Experience, Financial strength, references and reputation of Offeror;
3. Project Implementation and Project Management, Technical Approach and Methodology;
4. Ability to meet Reporting Requirements, Training and Service Support

The overall total cost to the County will be considered and the degree of the importance of price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

V. REQUIREMENTS AND OFFEROR SUBMITTALS

This Section contains requirements and relevant information Offerors should use in the preparation of their proposals. Offerors should thoroughly respond to each requirement.

1. REQUIREMENTS

- A. Offeror must have the capability of providing a large volume of accurate oral interpretation services within a wide variety of languages and in a timely manner. At a minimum, Offeror must be able to provide oral interpretation services in the languages listed in *Attachment 1 - List of Languages*.
- B. Interpreters must be fluent in English and a second language, and competent in the use of basic medical terminology in the language that they translate, as well as some knowledge of the culture. At a minimum, Offeror must be able to use the medical terminology listed in *Attachment 2 - Sample of Words* in the language that Offeror is interpreting.
- C. Offeror shall have an ongoing obligation to assess the competency of employees' use of basic medical terminology.
- D. Offeror must regularly measure the performance level of its interpreters and must be able to provide the County with the following, *upon the County's request*:
 - Company's written Specification and Performance Standards
 - Company's established Code of Ethics
 - Certification of Interpreter or Translator
- E. Offeror shall use professional industry standards in the screening, selecting, and training of its interpreters.
- F. Offeror shall provide interpreters twenty-four (24) hours a day, seven (7) days a week, including all holidays.
- G. Offeror shall have the capability to assign access codes to the following departments within SCVHHS. The access code identifies a particular department so service fees can be charged back to the appropriate budget unit. Access codes must be assigned in advance and prior to commencement of services.
- H. Offeror shall protect the unauthorized disclosure of names and other identifying information concerning persons receiving services.
- I. Offeror shall effectively resolve invoicing errors and customer complaints within forty eight (48) hours.
- J. Offeror shall provide telephone and accessories in order to utilize the services proposed in this RFP.

- K. Offeror shall provide a toll free telephone line for the County to access the interpretation services.
- L. Offeror shall secure licenses or certificates required to perform the required services.
- M. Offeror must be able to ensure a connection time of thirty (30) seconds or less. Offeror must be amenable to providing the County a percentage (%) rebate should the maximum connection time be exceeded.
- N. Offeror must be able to ensure an answer time of ten seconds or less. Offeror must be amenable to providing the County with a percentage (%) rebate should the maximum answer time be exceeded.
- O. Offeror shall provide monthly invoices and reports, and annual executive summaries. Monthly reports shall contain, at a minimum, activity, usage expenditure, by department and aggregate. Annual executive summaries shall contain, at a minimum, account information by department and aggregate. In addition to the monthly and annual reports, Offeror shall provide an Event Activity Report which captures connection and answer time. All reports and annual summaries shall be provided in both magnetic media (CD) and soft copy (Excel) format. Invoices shall always document the interpretation time, exclusive of non-interpretive connect time and individual access codes.

2. OFFEROR SUBMITTALS

A. OFFEROR'S CORPORATE INFORMATION

1. EXECUTIVE SUMMARY

Include an executive summary which should be a one or two page summary intended to provide the Evaluation Committee with an overview of the significant business features of the proposal.

2. OFFEROR EXPERIENCE/INFORMATION

- a) The Offeror shall include in their proposal a statement of relevant experience in providing the required service. The Offeror should thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of subcontractors, if applicable in providing and/or supporting the proposed service.
- b) Offerors are required to provide the following information:
 - 1. Company name, business address, including headquarters, all local offices, co-location locations (city/state), and telephone numbers.
 - 2. Any offices or facilities located within the County of Santa Clara that substantially and directly enhances the Offeror's ability to perform the proposed contract.

3. Description of the Offeror's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.
4. Name of the jurisdiction in which the Offeror is organized and the date of such organization.
5. Description of the depth of its experience with providing certified medical interpretation services. Provide details on the scope and nature of its medical interpretation certification program.
6. Complete disclosure if Offeror, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination.
7. List of any lawsuits filed against the Offeror, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits. Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending.

c) Offerors are also required to provide the following information:

1. Describe your Company's policies and procedures to ensure that your interpreters will perform services in a professional manner. Include how your Company will monitor this requirement.
2. Describe your Company's testing or certification process to ensure that your interpreters are fluent in English and the language in which they interpret. Include your re-certification process and how often your interpreters are tested.
3. Describe your Company's testing or certification process to ensure that your interpreters are competent in interpreting the medical terminology listed on *Attachment 2, Sample of Words* in the language in which they interpret. Include your re-certification process and how often your interpreters are tested.

3. FINANCIAL STABILITY/OFFEROR FINANCIAL INFORMATION

Offeror shall submit copies of the most recent years independently audited financial statements, as well as those for the preceding three years, if they exist. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient information such as the latest Dun and Bradstreet report to enable the Evaluation Committee to

determine the financial stability of the Offeror. The Procurement Officer may request and the Offeror shall supply any additional financial information requested in a timely manner.

4. PAST PERFORMANCE (REFERENCES)

The Offeror's proposal shall include three different external references from clients who have completed their projects in the last three years, who are willing to validate the Offeror's past performance on similar projects of size and scope. One of the three references must be that of one in production with the Offeror's solution. The minimum information that shall be provided for each client reference follows:

- a. Name of the contact person;
- b. Name of the company or governmental entity;
- c. Address of the contact person;
- d. Telephone number of contact person;
- e. Email address of the contact person;
- f. A description of the services provided and dates the services were provided;

5. INDEMNITY AND INSURANCE REQUIREMENTS

Offerors shall provide a certificate(s) of insurance or a copy insurance declaration page(s) with their proposals as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in *Attachment 3* of the RFP. In addition, Offerors shall provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance policies making the County an additional insured.

6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH (HITECH) ACT BUSINESS ASSOCIATE REQUIREMENTS

Explain your company's ability to meet the HIPAA and HITECH Acts (*Refer to Attachments 5 and 6*).

B. PROJECT IMPLEMENTATION AND PROJECT MANAGEMENT, TECHNICAL APPROACH AND METHODOLOGY

1. Project Implementation and Project Management

- a. Offeror shall include the ***Project Implementation Plan*** the Offeror intends to employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables.
- b. Offeror shall describe how the relationship between the County and Offeror will be managed from an account and technical support perspective.

- c. Offeror shall describe what is required of the County to ensure the successful implementation of the system.
- d. Offeror shall include the steps that will be undertaken to identify and resolve any issues or problems before, during and after the implementation.
- e. Offeror shall include a list of proposed project staff and key personnel.
- f. Offeror shall provide resumes, experience narratives and at least one reference for key personnel who will be assigned to the project, if awarded the contract. The experience narratives should include relationship with the Offeror, including job title and years of employment with the Offeror; role to be played in connection with the proposal; relevant certifications and experience.
- g. Offeror shall submit a Disaster Recovery Plan.

2. Technical Approach and Methodology

Offeror shall provide complete and detailed information on the following in the order as presented below:

- a. Indicate the number of interpreters currently employed by Offeror.
- b. Describe Offeror's capability of providing, at a minimum, the languages listed in *Attachment 1 – List of Languages*. You must identify those languages that your Company cannot provide and furnish the County with a list of any additional languages that you will provide.

The County shall have a right to update the List of Languages at any time.

- c. Describe Offeror's capability of competently using, at a minimum, the medical terminology listed in *Attachment 2 – Sample of Words*. You must identify those words that your Company cannot interpret in the selected language and furnish the County with a list of any additional medical terminology that you can offer.

The County shall have a right to update the List of Sample Words at any time.

- d. State the availability of interpreters.
- e. Describe your Company's hiring practice, including the screening and selection process. Include the type of background check that is performed on each interpreter and how frequently re-checks of background are conducted.
- f. Describe your Company's policy and procedures to ensure patient confidentiality following an interpretation event. Include disciplinary and termination policy as it relates to this requirement.

- g. Describe your Company's capability and procedure in issuing individual access codes for SCVHHS department utilizing your services.
- h. Explain the maximum time of connection (definition, number of seconds et al) and the consequences (i.e. percentage rebate to the County) if Offeror is to exceed the maximum time allotted. Include a copy of an existing Customer Service and Support Agreement (or any similar document) in support of the response.
- i. Explain the maximum answer time (definition, number of seconds, et al) and the consequences (i.e. percentage rebate to the County) if Offeror is to exceed the maximum time allotted. Include a copy of an existing Customer Service and Support Agreement in support of the response.
- j. Describe the steps undertaken to ensure that calls remain static-free.
- k. Describe your Company's capability and process of providing monthly invoices that will include, at a minimum, the ID/personal access code, interpretive time (exclusive of non-interpretive connect time), total minutes of services provide, and the per-minute rate of interpretation time. Provide a sample of an existing customer's invoice.
- l. Describe your Company's procedure in resolving invoicing errors. Include response time once a complaint is reported and the turnaround time to resolve such issue.
- m. Explain whether your Company's services require the purchase of any specialized telephone and accessories if common desktop telephones are sufficient. If specialized equipment is required, Offeror must provide a list of all required hardware and accessories. The list should include any costs, if applicable.
- n. Confirm that your Company is able to provide a toll free telephone line for the County to access interpretation services.
- o. Describe the type of license or certificates that Offeror possesses in order to provide the high quality of oral language interpretation services required under this RFP.
- p. Briefly describe the process of requesting customer service from the Company when a need arises. What steps are undertaken when there is a complaint with regards to the service provided by an interpreter?
- q. Describe your Company's procedures in handling customer complaints. Include the response time once a complaint is reported, the turnaround time for resolution, and how communication is made with the customer.
- r. Describe how the Company measures the performance level of its interpreters. Include the minimum performance level that is permitted and the procedures undertaken if the performance level falls below the minimum.

- s. Describe specific quality and training measurements utilized. At a minimum, include the following information:

1. *Frequency of calls monitoring*
2. *Minimum acceptable levels*
3. *Quality Measurement*
4. *Authorized person monitoring calls*
5. *If calls are recorded*
6. *If calls are reviewed with Company's interpreters*
7. *Indicate if interpreters are Company's employees or contractors*
8. *What steps are undertaken to ensure that interpreter meets the set standard of acceptable proficiency in the language being interpreted as well as medical terminology.*

3. Value Added Services (Optional)

Offeror is encouraged but not required to propose any optional value added services that would help the user agency to effectively implement, operate or use the proposed system. Information provided in this section must be directly relevant to emergency notification systems and not exceed two (2) pages in length.

C. REPORTING REQUIREMENTS AND TRAINING AND ONGOING SERVICE AND SUPPORT

1. Reporting Requirements

Please provide complete and detailed information regarding your Company's capability of providing the following reports:

- a. Monthly reports that list, at a minimum, the individual departments, ID/personal access code, and interpretive time (exclusive of connect time). Include a sample of an existing monthly report and your Company's turnaround time in providing this report.
- b. Event activity report that will include, at a minimum, the agency's name, subdivision of an agency (department), date, time, language, site code, time to connect to the interpreter, total connect time, event duration, total charges for each event, and interpreter code. Include a sample of an existing activity report and confirm your company's capability of providing this report within fifteen (15) days of invoiced period.
- c. Annual executive summary which will include, at a minimum, total minutes of service, total cost of service, service utilization by day and time of week, and totals by languages for each department within the agency. Include a sample of an existing executive summary and your company's turnaround time in providing this report.

- d. Reports and summaries in hard copy (CD) and soft copy in MS Excel format. Confirm your company's capability of providing this report within fifteen (15) days of invoiced period.

2. Training and Ongoing Service and Support

- a. Offeror must be able to provide on-site training to the County's staff on the services provided at no additional cost to the County. Offeror must provide training materials and customize the same to include information about the County's internal processes and procedures, if required, at no additional cost to the County.
- b. Offeror must describe the post implementation follow-up activities that will be provided by the Offeror.
- c. Offeror must indicate the normal hours and describe the channels (phone, email, web, etc.) for support. Offeror must describe how after hours support is provided. Offeror must explain the support and escalation process, including response times.
- d. Offeror must submit a copy of the Offeror's Customer Service and Support Agreement.

D. PRICE PROPOSAL (Appendix A)

Offeror shall complete all pages of the Proposal Price Response Form and submit it with their proposal.

The proposed price shall include:

- All costs in fulfilling the services required including but not limited to licensing and certification, labor, travel, and incidental costs.
- Itemized listing of all mandatory equipment and optional cost elements.

E. OTHER SUBMITTALS

1. NON-COLLUSION DECLARATION (Appendix B)

Offeror shall complete and submit with their proposal the Non-Collusion Declaration.

2. DESIGNATION OF SUBCONTRACTORS (Appendix C)

3. CONTRACTING PRINCIPLES AND DECLARATION OF CONTRACTOR (Appendix D) AND TYPE II CONTRACTOR INFORMATION PACKET Sections 1-9 (Appendix E)

4. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT (Appendix F)

5. RESPONSE TO AGENCY TERMS AND CONDITIONS (*Refer to Attachment 4 Sample Agreement*)

Should an Offeror object to any of the County's terms and conditions as contained in this Appendix, the Offeror must propose specific alternative language and indicate the reason for the objection. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County. Offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

6. OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

Offeror must submit with their proposal any additional terms and conditions that they expect to have included in the contract negotiated with the County. Offerors must provide specific proposed wording and a brief discussion of the purpose and impact, if any.

7. CUSTOMER SERVICE AND SUPPORT AGREEMENT

If available, Offeror must submit a copy of its latest Customer Service and Support Agreement, or any other agreement that Offeror requires its customers to agree to in order to obtain services.

**ATTACHMENT 1
LIST OF LANGUAGES**

Offeror must be able to provide oral interpretation services in the languages listed, at a minimum, here.

Amharic	Ilocano	Romanian
Albanian	Indonesian	Russian
Arabic	Italian	Samoan
Armenian	Japanese	Shanghainese
Assyrian	Karen	Sinhalese
Bengali	Kinyarwanda	Somali
Bulgarian	Kirundi	Spanish
Burmese	Korean	Swahili
Cambodian	Kurdish	Tagalog
Cantonese	Laotian	Tagrinyan
Croatian	Malayalam	Taiwanese
Czech	Mandarin	Tamil
Dari	Mien	Telugu
Dutch	Mongolian	Thai
Farsi	Nepali	Turkish
French	Oromo	Urdu
Gujarati	Polish	Vietnamese
Hindi	Portuguese	
Hmong	Punjabi	
Hungarian	Rita	

ATTACHMENT 2 SAMPLE OF WORDS

Attached is a sampling of medical terminology which, at a minimum, interpreters must be able to use competently in the language that they interpret.

SAMPLE 1

WORDS INCLUDED IN TRANSLATED EDITION
PALABRAS IMPORTANTES

A

abdomen, abdomen
 abdominal, abdominal
 abnormal, anormal
 abortion, aborto
 abrasion, raspadura
 abscess, absceso
 abstinence, abstinencia
 accident, accidente
 ache, dolor (dolencia)
 acid, ácido
 acne, acné
 acupuncture, acupuntura
 acute, agudo
 addiction, inclinación, vicio
 adenoids, adenoides
 advice, consejo
 aid, ayudar, auxiliar
 alcohol, alcohol
 alcoholism, alcoholismo
 allergic reaction, reacción alérgica
 allergy, alergia
 ambulance, ambulancia
 amenorrhea, amenorrea
 amputation, amputación
 analgesic, analgésico
 anatomy, anatomía
 anemia, anemia
 anesthetic, anestésico
 aneurysm, aneurisma
 angina, angina
 ankle, tobillo
 antacid, antiácido
 antibiotic, antibiótico
 antidote, antídoto (contra veneno)
 antihistamine, antihistamina
 antiseptic, antiséptico (desinfectante)
 anus, ano
 anxiety, ansiedad
 apathy, apatía
 appendicitis, apendicitis
 appendix, apéndice
 appetite, apetito
 application, solicitud
 appointment, cita
 arch, arco
 areola,aréola
 arm, brazo
 armpit, axila (sobaco)
 arteriosclerosis, arterioesclerosis
 arthritis, artritis
 artificial, artificial
 artificial respiration, respiración artificial
 aspirin, aspirina
 asthma, asma
 athlete's foot, pie de atleta

B

baby, bebé
 back, espalda
 backache, dolor de espalda
 backbone, hueso de la espalda
 bacteria, bacteria
 balance, equilibrio (balance)
 bath, baño
 bandage, vendaje (venda)
 barbiturate, barbitúrico
 bed rest, descanso en cama
 bed sores, úlceras (llagas) de cama
 bile, bilis (hiel)
 biopsy, biopsia
 birth, nacimiento
 birth control, control de la natalidad
 birth defect, defecto congénito (de nacimiento)
 birthmark, lunar, marca de nacimiento
 bite, mordedura
 blackout, desmayo (vértigo)
 bladder, vejiga
 bladder infection, infección de la vejiga
 bland, blando (suave)
 bleed, sangrar
 blind, ciego (cegar)
 blister, ampolla
 bloated, hinchado (abotagado)
 blood, sangre
 blood clot, coágulo
 blood pressure, presión arterial
 blood sugar, azúcar en la sangre
 blood test, análisis de sangre
 blood type, grupa sanguíneo
 blood vessel, vaso sanguíneo
 bloody, sangriento
 blush, abachornarse (ruborizarse)
 body, cuerpo
 boil, furúnculo (grano)
 bone, hueso
 booster, inyección de refuerzo (vacuna)
 born, Nacer, Nacido, Nacimiento
 bowel, intestino
 bowel movement, hacer del excusado (defecar)
 brace, abrazadera, aparato ortopédico
 brain, cerebro (encéfalo)
 break, quebrar (descanso, pausa)
 breast, pecho (seno)
 breastfeed, amamantar (dar pecho)
 breath, aliento (respiración)
 breathe, respirar
 breech birth, nacimiento del niño de sentaderas
 broken, roto (quebrado)
 bronchitis, bronquitis
 bruise, moretón
 bulge, pandearse (pandear)
 bump, chichón (protuberancia)
 burn, quemadura, quemar, incendiar

disease, enfermedad
 disinfectant, desinfectante
 dislocate, dislocar, descoyuntar
 dispensary, dispensario, botiquín
 diuretic, diurético
 diverticulitis, diverticulitis
 dizziness, desvanecimiento, desmayo, vértigo, mareos
 doctor, doctor, médico
 dosage, dosis
 douche, ducha, regadera
 drain, escurrir, sacar
 drink, beber, tomar
 droop, bajar, caer, inclinar
 dropsy, hidropesía
 drug, droga, narcótico, medicina
 drugstore, farmacia, botica
 duodenum, duodeno
 duration, duración
 dysentery, disentería
 dysmenorrhea, dismenorrea
 dyspnea, disnea

E

ear, oído
 earache, otalgia, dolor de oído
 eardrum, tímpano, membrana del oído
 earlobe, pabellón de la oreja
 ear wax, cerilla, cera de los oídos
 eat, comer
 ectopic pregnancy, embarazo ectópico
 eczema, eczema
 edema, edema
 ejaculation, eyaculación
 elbow, codo
 electric shock, choque eléctrico
 electrocardiogram, electrocardiograma
 electrocardiograph, electrocardiógrafo
 elimination, eliminación
 embolism, embolismo, embolia
 embryo, embrión
 emergency, emergencia
 emetic, emético
 emotion, emoción
 emphysema, enfisema
 endoenteritis, endoenteritis
 endometriosis, endometriosis
 endometrium, endometrio
 endoscopy, endoscopia
 enema, enema, lavativa
 energy, energía
 enlarged, agrandado, ensanchado
 enuresis, enuresis
 epidemic, epidémico, epidemia
 epididymus, epidídimo
 epilepsy, epilepsia, alferecía
 episiotomy, episiotomía
 erection, erección
 esophagus, esófago

examination, examinación, examen, reconocimiento
 examining room, cuarto de examen (consulta)
 exercise, ejercicio
 exhale, exhalar, aspirar
 exhaustion, agotamiento, postración
 expectorant, expectorante, esputar, escupir
 external, externo
 eye, ojo
 eyebrow, ceja
 eyelash, pestaña
 eyelid, párpado

F

face, cara, rostra
 faint, desmayarse, desfallecer
 fallopian tubes, Trompas de Falopio
 farsighted, presbite, hipermetropía
 fat, gordo, obeso
 fatigue, fatiga, cansancio
 feed, alimentar, nutrir
 feel, sentir, tocar, tentar, palpar
 feet, pies
 female, hembra, mujer
 fertile, fértil, fecundo
 fetus, feto
 fever, fiebre
 finger, dedo de la mano
 fingernail, uña de la mano
 flatulence, flatulencia, ventosidad, hinchazón
 flesh, carne humana, pulpa de fruta
 flu, influenza, gripe
 fluoride, fluoruro
 food, alimento, comida
 foot, pie
 forearm, antebrazo
 foreskin, prepucio
 formula, fórmula
 fracture, fractura, ruptura
 function, función
 fungus, hongo, fungosidad, moho

G

gall bladder, vesícula biliar
 gallstone, cálculo biliar, piedra en la vesícula biliar
 gargle, gárgara
 gas, gas, aire
 gastritis, gastritis
 gastrointestinal, gastrointestinal
 genitals, genitales
 germ, germen
 gland, glándula
 glass, glanle, balón, clítoris
 glasses, lentes, anteojos, gafas
 glaucoma, glaucoma
 gaiter, bocio
 gonorrhea, gonorrea
 gout, gota (podagra)

tender, tierno, compasivo, suave
 tendon, tendón
 tense, tenso, tieso, tirante
 tension, tensión, ansiedad
 test, examen, prueba, análisis
 testicles, testículos
 testis, testículos
 tetanus, tétanos, toxoide tetánico
 thermometer, termómetro
 thigh, muslo
 thin, delgado, fino, tenue
 thirsty, sediento, sed
 throat, garganta
 thrush, afta, infección bucal
 thumb, dedo pulgar
 thyroid, tiroides
 tired, cansada
 toe, dedo del pie
 toenail, uña del pie
 tongue, lengua
 tonsil, amígdala
 tonsillitis, amigdalitis
 tooth, diente
 torso, torso
 touch, tocar, palpar
 toxemia, toxemia
 trauma, trauma
 tranquilizer, tranquilizante
 transfusion, transfusión
 treatment, tratamiento
 tremor, temblor, estremecimiento
 trichomoniasis, tricomoniasis
 tubal ligation, ligación de los Tubos de Falopio
 tuberculosis, tuberculosis
 tumor, tumor
 twitch, contorcerse, contracción, contorción
 type, tipo
 typhoid, tifoidea

U

ulcer, úlcera
 umbilical cord, cordón umbelical
 unconscious, inconsciente
 underarm, axila, debajo del brazo
 upset, trastornar, inquietar
 uremia, uremia
 urethra, uretra
 urethritis, uretritis
 urinalysis, urinálisis, uranálisis
 urinary tract infection, infección del canal urinario
 urinate, orinar
 urine, orina
 uterus, útero (matriz)

V

vaccine, vacuna
 vagina, vagina

vaginal infection, infección vaginal
 vaginismus, vaginismo
 vaginitis, vaginitis
 vaporizer, vaporizador
 varicose veins, venas varicosas
 vas deferens, conducto deferente
 vasectomy, vasectomía
 vein, vena
 venereal disease, enfermedad venérea
 vertebra, vértebra
 vertigo, vértigo
 virus, virus
 vision, vista, visión
 vitamin, vitamina
 voice, voz
 vomit, vómito, vomitar
 vulva, vulva

W

waist, cintura, talle
 waiting room, sala de espera
 wart, verruga
 wash, lavar, bañar, fregar
 water, agua
 weakness, debilidad, debilitamiento, decaimiento
 weight, peso
 wheeze, jadear, respiración silbante
 windpipe, traquea, gáznate
 womb, útero, matriz, entrañas
 wrist, muñeca

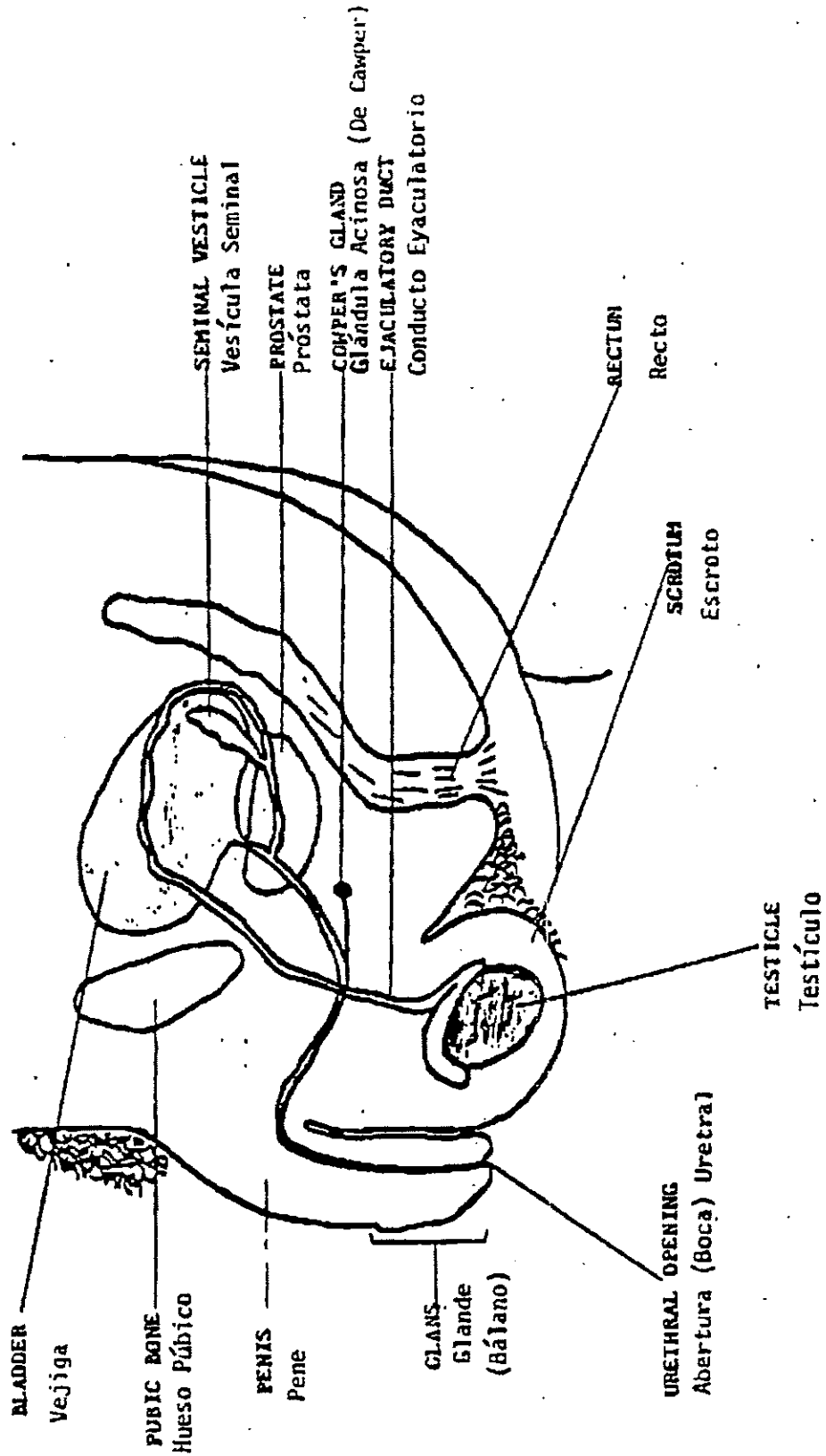
X

x-ray, radiografía, rayas equis

Y

yawn, bostezo, bostezar
 yeast infection, infección de fungusidad
 en la vagina

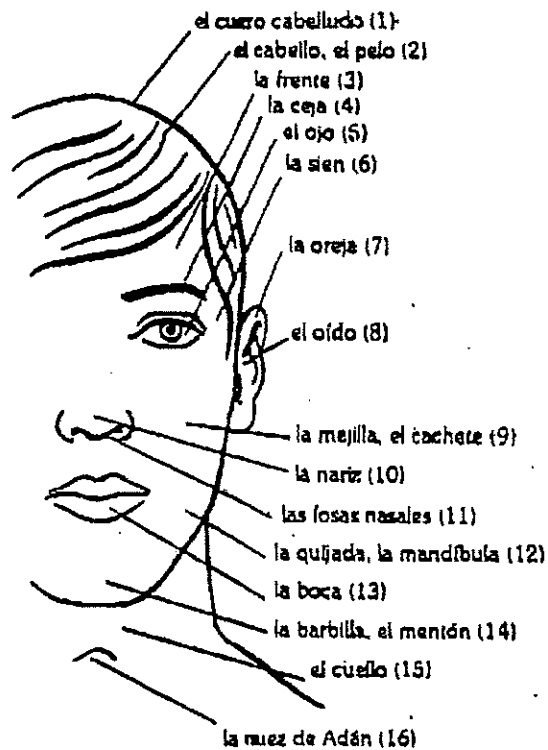
MALE SEX ORGANS
ORGANOS SEXUALES DEL HOMBRE



THE HEAD/LA CABEZA

- (1) scalp
- (2) hair
- (3) forehead
- (4) eyebrow
- (5) eye
- (6) temple
- (7) (outer) ear
- (8) (inner) ear
- (9) cheek
- (10) nose
- (11) nostrils
- (12) jaw
- (13) mouth
- (14) chin
- (15) neck
- (16) Adam's apple

el cerebro brain
 la nuca nape of the neck
 los párpados eyelids
 las pestañas eyelashes



MEDICAL SPECIALISTS
ESPECIALISTAS MEDICOS

Specialist Especialista	What He or She Treats Lo Que Trata o Cura
Allergist Alergiólogo	Allergies Alergias
Cardiologist Cardiólogo	Heart Problems Problemas Cardiacos
Dermatologist Dermatólogo	Skin Disorders Problemas de la piel/Desórdenes de la piel
Family Practitioner Practicante Familiar	General Medical Problems Problemas Médicos Generales
Gastroenterologist Gastroenterólogo	Diseases of the Digestive System and Liver Enfermedades del aparato digestiva y del hígado
Gynecologist Ginecólogo	Female Disorders Desórdenes Femeninos/Problemas de la mujer
Hematologist Hematólogo	Blood Disorders Problemas (desórdenes) de la sangre
Internist Internista	Internal Disorders (Stomach, Abdomen, Chest) Desórdenes internos (Estómago, Abdomen, Pecho)
Nephrologist Nefrólogo	Kidney Disorders Desórdenes (problemas) de los riñones
Neurologist Neurólogo	Nervous System Disorders Desórdenes del Sistema Nervioso
Obstetrician Obstétrica	Prenatal Care, Delivery Atención (cuidado) prenatal y de parto
Ophthalmologist Oftalmólogo	Eye Diseases Enfermedades de los ojos
Optometrist Optometrista	Vision Disorders Desórdenes (problemas) de la vista
Pediatrician Pediatra	Children's growth and diseases Crecimiento infantil/Desarrollo y sus enfermedades
Psychiatrist Psiquiatra	Mental and Emotional Disorders Desórdenes (problemas) mentales y emocionales
Urologist Urólogo	Urinary tract disorders Desórdenes o problemas del sistema urinario

PAIN IN A PART OF THE BODY/cont'd.
DOLOR EN UNA PARTE DEL CUERPO/cont'd.

"MY left side HURTS".

Me duele el costado (lado) izquierdo.

right side

Me duele el (costado) lado derecho.

TO DESCRIBE ABNORMAL CONDITIONS IN A PART OF THE BODY
PARA DESCRIBIR UNA CONDICION ANORMAL EN UNA PARTE DEL CUERPO

"What's the matter?"

¿Qué le pasa?

"My _____ itches."
 (part of the body)

"Me da comezón en _____"
 (parte del cuerpo)

"My _____ burns."

"Me arde _____."

_____ itches

Me da comezón en _____

_____ is bleeding

Me sangra _____

_____ is numb

Tengo entumido _____

_____ is stiff

Tengo tieso _____

_____ is swollen

Tengo hinchado _____

_____ is discolored

Tengo descolorado _____

_____ is blue

Tengo azul _____

_____ is red

Tengo rojo _____

_____ is green

Tengo verde _____

_____ is brown

Tengo café _____

_____ is black

Tengo negro _____

_____ is yellow

Tengo amarilla _____

_____ is white

Tengo blanco _____

"My _____ is dry."

"Mi " _____ está seco.

_____ is hard

_____ está duro

_____ is soft

_____ está blando

VERBS TO DESCRIBE SYMPTOMS/cont'd.VERBOS QUE DESCRIBEN SINTOMAS/cont'd."It hurts when I run.""Me duele cuando corro."

Sneeze

Estornudo

Swallow

Trago

Sit

Me siento

Stand

Estoy de pie

Urinate

Orino

Vomit

Vomito

Walk

Camino

TO DESCRIBE FEELINGS OR STATES OF BEING
ADJETIVOS PARA DESCRIBIR EL ESTADO DE SALUD O EMOCIONAL

"What's the matter?"

¿Qué le pasa?

"How do you feel?"

"¿Cómo se siente Ud.?"

"I feel afraid.""Me siento asustado."

Tengo miedo

"I am afraid."

angry

enojado

coraje

anxious

ansioso

ansiedad

cold

frío

frío

constipated

estreñido

estreñimiento

dehydrated

deshidratado

deshidratación

depressed

deprimido

depresión

dizzy

desvanecida

desvanecimiento

faint

débil (desfallecido)

debilidad

hoarse

ronco

ronquera

hot

caliente

calentura

hungry

con hambre

hambre

nauseous

con náusea

náusea

nervous

nervioso

nervios

TO DESCRIBE LENGTH OF TIME OF PAIN OR SYMPTOMS/cont'd.
PARA DESCRIBIR LA DURACION DEL DOLOR O SINTOMAS/cont'd.

six months	seis meses
seven months	siete meses
eight months	ocho meses
nine months	nueve meses
ten months	diez meses
eleven months	once meses
one year	un año
two years	dos años
all my life	toda mi vida

PHRASES TO USE IN THE HOSPITAL
FRASES QUE SE PUEDEN USAR EN EL HOSPITAL

"What do you need?"

"¿Qué necesita usted?"

"I need a bath."

"Necesito un baño."

a bedpan

una chata

a blanket

una cobija (manta)

a clean gown

una bata limpia

a doctor

un médico (doctor)

a massage

un masaje

a nurse

una enfermera

a pain killer

un analgésico

a pillow

una almohada

a pillow for my

Una almohada para la

(part of the body)

(Parte del cuerpo)

a spitpan

una escupidera

a TV (television)

una televisión (un
televisor)

some clothes

algo de ropa, (algunas
prendas de vestir)

some food

algo de comida

some ice

algo de hielo

some juice

algo de jugo

some medicine

alguna medicina

some water

algo de agua

swollen glands
nasal congestion

glándulas hinchadas
congestión nasal (nariz tapada)

GASTROINTESTINAL SYSTEM

burping (belching)
heartburn
hiccups
indigestion
nausea
vomiting
vomiting blood
poor appetite
excessive hunger
excessive thirst
trouble swallowing
stomach pain
swollen abdomen
gas
diarrhea
constipation
change in bowel habits

dark or black stool
mucus in stool
bloody stool
bleeding from the rectum

pain or itching around anus
liver problems
gall bladder problems
jaundice
pain after eating
certain foods

SISTEMA GASTROINTESTINAL

eructo (eructar)
aguras
hipo
indigestión
náusea
vómito
vomitar sangre
mal apetito
hambre excesiva
sed excesiva
problemas para tragar
dolor del abdomen
abdomen hinchado (Inflamado)
gas (aire en el estómago)
diarrea
estreñimiento
cambio en los hábitos de hacer del
excusado
excrementos oscuros o negros
mucosidad en los excrementos
excrementos con sangre
hemorragia (flujo de sangre) del
recto
dolor o comezón alrededor del ano
problemas del hígado
problemas de la vesícula biliar
ictericia (color amarillo de la piel)
dolor después de comer
ciertos alimentos

CARDIO-VASCULAR SYSTEM

chest pain
pain over the heart
palpitations
shortness of breath

SISTEMA CARDIO-VASCULAR

dolor en el pecho
dolor sobre el corazón
palpitaciones
deficiencia de la respiración, falta
de respiración

ATTACHMENT 3
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, 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- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.
- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.
5. Workers' Compensation and Employer's Liability Insurance
 - a. Statutory California Workers' Compensation coverage including broad form all states coverage.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

ATTACHMENT 4
COUNTY OF SANTA CLARA
AGREEMENT TERMS AND CONDITIONS (SAMPLE)

This Agreement is entered into and is effective _____ by and between the County of Santa Clara, California (hereafter referred to as "County") and _____ (hereafter referred to as "Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. EXHIBITS

The following Exhibits are attached hereto and incorporated herein by reference, and shall apply to this Agreement.

- A. Exhibit A – Price Summary and Compensation Plan
- B. Exhibit B – Language List
- C. Exhibit C – Sample Words
- D. Exhibit D – Contractor Standards and Certifications
- E. Exhibit E – Disaster Recovery Plan
- F. Exhibit F – Key Personnel and Escalation Process
- G. Exhibit G – Contracting Principles and Declaration of Contractor
- H. Exhibit H – Type II Contractor Information Packet (Sections 1-9)
- I. Exhibit I – Business Associate Agreement Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- J. Exhibit J – Health Information Technology for Economic and Clinical Health (HITECH) Act Business Associate Requirements
- K. Exhibit K – Agreement Regarding Confidentiality, Ownership and Return of Documents and Information
- L. Exhibit L – Insurance Requirements for Professional Services

2. NON-EXCLUSIVE CONTRACT

This Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

3. TERM OF CONTRACT

This Agreement shall not be effective or binding unless approved in writing by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.

The initial term of this Agreement shall be effective _____ through _____ with the option by County to renew for two additional one-year periods.

Furthermore, at any time during the term of the Agreement, the Agreement is subject to Termination in accordance with this Agreement. The County may contract with Contractor for recurring services beyond the contract term.

4. SERVICES

Contractor agrees to provide the County all services on terms set forth in this Agreement (including Exhibits), as well as all necessary equipment and resources. Authority for performance shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS SENT BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, IN MAILINGS, ONLINE AND/OR UPON SOFTWARE "CLICK OR INSTALLATION, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. COUNTY'S ACCEPTANCE OF CONTRACTOR'S OFFER IS EXPRESSLY MADE CONDITIONAL ON THIS STATEMENT.

Contractor shall timely provide to the County, all documentation and manuals relevant to the services it will deliver, at no additional cost. Such documentation and shall be delivered either in advance of the delivery of services or concurrently with the delivery of services.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

If required, Contractor shall be responsible for installation, training and knowledge transfer activities in connection with delivery of services by Contractor and receipt of services by County.

All applicable equipment shall be delivered to a County site specified in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which advice is handled or services are rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent with manufacturer and industry.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable services and goods.

5. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

6. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

7. PRICING

Unless otherwise stated, prices shall be fixed for the term of the contract, including all extensions. Exhibit B of this Agreement is the basis for pricing and compensation plan throughout the term of the Agreement.

Notwithstanding the above, if at any time during the term of the Agreement the Contractor offers special, promotional or reduced pricing when compared with the price paid by the County, County shall benefit from that pricing, and that pricing shall apply to the County at the same time that is offered to other entities. Contractor is required, on an ongoing basis, to inform the County of any such special, promotional or reduced pricing.

8. MODIFICATION

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement will be binding on County unless it is in writing and signed by County's Director of the Procurement Department.

9. TIME OF THE ESSENCE

Time is of the essence in the delivery of services by Contractor under this Agreement and under any contract release purchase order. In the event that the Contractor fails to deliver services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may obtain the services to be provided under this Agreement elsewhere and the Contractor shall be liable for the difference between the price quoted by Contractor and the cost to the County, as well as for any other costs incurred by the County; or County may terminate on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

10. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County in connection with this Agreement is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of

manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

11. SHIPPING AND RISK OF LOSS

Any goods shipped shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if allowed by order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

12. INSPECTION AND RELATED RIGHTS

The provision of services is subject to inspection, testing, approval and acceptance by the County. If the services or the method of delivery fail in any respect to conform to the Agreement, the County may, at its option, reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

In the event that the Contractor's services are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, as well as any other costs incurred by the County; or County may terminate on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

13. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of services required. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the

Procurement Director, if he/she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Purchasing Director shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the Contractor from proceeding with any terms with or without adjustment.

14. INVOICING

Contractor shall invoice according to the pricing and/or compensation exhibit of this Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within forty-eight (48) hours.

15. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

16. PAYMENT

Payment shall be Net 30 days from the date of acceptance of services ordered, or Net 30 days from the date of receipt and approval of correct and proper invoices for the same, whichever date is later. Payment is deemed to have been made on the date when the County mails the warrant or initiates the electronic fund transfer.

Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

Notwithstanding anything to the contrary, County shall not make payments prior to acceptance of service (i.e. the County will not make "advance payments").

17. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges.

18. DISALLOWANCE

In the event the Contractor receives payment, and this payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

19. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County by giving thirty (30) days written notice specifying the effective date and scope of such termination.

In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of services.

20. TERMINATION FOR CAUSE

County may terminate this Agreement, in whole or in part, for cause upon ten (10) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations, or (c) assignment or delegation by Contractor of the rights or duties under this Agreement or contract release purchase order without the written consent of County or (d) performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any contract release purchase order.

In the event of such termination, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. For instance, the County may purchase or obtain the services elsewhere and the defaulting Contractor shall be liable for the difference between Contractor's price pursuant to this Agreement, and all costs incurred by the County. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination For Convenience clause.

In lieu of terminating immediately upon contractor's default (as specified above), County may, at its option, provide written notice specifying the cause for termination and allow Contractor 10 days (or other specified time period) to cure. If, within 10 days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured or if the default cannot be reasonably cured within that time period, County may terminate this Agreement or any contract release purchase order at any time thereafter. County shall determine whether

Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If County determines that the Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement or any contract release purchase order immediately without penalty upon issuing either oral or written notice to the Contractor and without any opportunity to cure.

21. TERMINATION FOR LACK OF APPROPRIATION

The term of the agreement between Contractor and County, and the purchase of services hereunder, are contingent on the appropriation of funds by the County. Should sufficient funds not be appropriated, this Agreement or any contract release purchase order may be terminated by County at any time by providing Contractor with thirty (30) days written notice. In the event of such Termination for Lack of Appropriation, County shall be responsible only for any undisputed, unpaid balances for goods and/or services provided by Contractor and accepted by County prior to the effective date of termination.

22. EARLY TERMINATION

Notwithstanding any other provision of this Agreement, County may terminate this Agreement or any contract release purchase order by delivering to Contractor notice of the intent to terminate at least sixty (60) days prior to the intended date of termination. By such termination, neither County nor the Contractor may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination. Termination under this Paragraph may be made with or without cause.

23. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement or any contract release purchase order immediately without penalty.

24. BUDGETARY CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement or any contract release purchase order is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement or any contract release purchase order. If funding is reduced or deleted by the County for services covered by this Agreement or any contract release purchase order, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

25. DISENTANGLEMENT

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the provision of services or County's activities.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

Contractor shall return to County all County assets or information in Contractor's possession.

County shall be entitled to purchase at fair market value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

26. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of Procurement who shall furnish the decision to the Contractor in writing. The decision of the Director of Procurement shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the contract pending the Director of Procurement's decision.

B. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above. Nothing in this agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

27. ACCOUNTABILITY

Contractors will be the primary point of contact and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

28. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

29. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the enquiring entity or the new entity is legally required to:

- A. Honor all the terms negotiated in any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.
- B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. No additional license or maintenance fee will apply.
- C. Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

30. COMPLIANCE WITH ALL LAWS & REGULATIONS

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act, etc. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standard or regulation issued there under.

31. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable Statement of Work upon non-performance by Contractor. The County shall reserve the right to extend the agreement and time for performance at its discretion.

32. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

33. INDEPENDENT CONTRACTOR

Contractor shall perform pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

34. INSURANCE

Contractor shall maintain insurance coverage pursuant to the requirements set forth in the insurance exhibit, if such exhibit is attached.

35. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within 72 hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

36. LIENS, CLAIMS, AND ENCUMBRANCES and TITLE

The Contractor warrants and represents that any goods and materials supplied in connection with performance under the Agreement are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point shown, subject to the right of County to reject upon inspection.

37. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, it is the exclusive owner of all rights, title and interest in the services and/or goods to be supplied. Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim.

38. INDEMNITY

County shall not be liable for, and Contractor shall defend, indemnify and hold harmless County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of County Parties. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under its agreement with the County.

39. WARRANTY

Any services furnished under this order shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor warrants that all services shall strictly conform to the County's requirements and that workmanship and materials are free from defects. If any portion of the work has not been completely described in the Agreement (including Specifications/Scope of Work), it shall comply with nationally recognized codes and established industry standards. In addition to any other right that the County may have, if any work is found not to be in compliance with specifications or if the workmanship and/or materials are found to be defective within one-hundred and eighty (180) days after the conclusion of performance of the work, Contractor shall, at the County's option, refund to County the amount paid for the work or perform the work again to the County's satisfaction. This remedy is non-exclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair or replace, as well as incidental and consequential damages.

Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair and reasonable.

40. COOPERATION WITH REVIEW

Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all

applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

41. AUDIT RIGHTS

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments which are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

42. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide annual reports that include, at minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested.

Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

43. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the

Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

44. NON-DISCRIMINATION

Contractor shall comply with all applicable Federal, State, and local laws and regulations, including Santa Clara County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the contract for cause.

45. DEBARMENT

Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

46. CONTRACTING PRINCIPLES

Service contracts are subject to the Resolution of Contracting Principles adopted by the Santa Clara County Board of Supervisors. County shall comply with the entire resolution (attached hereto as an exhibit) including the following:

- A. Provider shall, during the term of the contract, comply with all applicable federal, state, and local rules, regulations and laws

- B. Provider shall maintain financial records adequate to show that County funds paid under any contract for services were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of the contract and for a period of three (3) years from termination of the contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of the contract.

The failure of Provider to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. The Provider shall be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the County's intended action.

47. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

48. SEVERABILITY

Should any part of the contract between County and the Contractor or any individual purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract or purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

49. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

50. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement.

51. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

52. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

53. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

54. ENTIRE AGREEMENT

This Agreement and its Exhibits (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

55. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature must be treated in all respects as having the same effect as an original signature. The original signature copy must be sent to the County by United States Postal Service mail, sent by courier or delivered by hand.

56. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

COUNTY:

Contract 550000XXXX
Contract Administrator
c/o Procurement Department
2310 North First Street, Suite 201
San Jose, CA 95131-1040

CONTRACTOR:

Name: _____

Title: _____

Address: _____

Address: _____

Each party may designate a different person and address by sending written notice to the other party, to be effective no later than ten (10) days after the date of the notice.

57. ACCOUNT MANAGER

Contractor must assign an Account Manager to the County to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre- and post-sales support, problem resolution assistance and required information on a timely basis.

58. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

58. COUNTY NO SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual Section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

59. BEVERAGE NUTRITIONAL CRITERIA

If Contractor provides beverages through or for County departments, County programs, County-sponsored meetings or events, or at County owned/operated facilities, Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria, if applicable. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

60. SAFETY AND HEALTH STANDARDS

The Contractor agrees to comply with the applicable provisions of the California Occupational Safety and Health Act of 1973, (Labor Code Section 6300 et. Seq.) and the standards and regulations issued there under. The Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of the Contractor's failure to comply with the act and any standards or regulations is issued there under.

61. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA

CONTRACTOR

By: Jenti Vandertuig
Director of Procurement
Date: _____

(Print Name)
Title: _____
Date: _____

APPROVED AS TO FORM AND LEGALITY BY:

Robert Nakamae
Deputy County Counsel
Date: _____

APPROVED BY:

Emily Harrison Date
Deputy County Executive

ATTACHMENT 5
BUSINESS ASSOCIATE AGREEMENT
PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (HIPAA)

I. Definitions

Terms used, but not otherwise defined, and terms with initial capital letters in this provision of the Agreement have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, 42 USC §§ 1320d et seq. ("HIPAA") and the implementing regulations. To the extent the HIPAA Privacy Rule changes the meaning of the terms; this provision shall be modified automatically to correspond to the meaning given in the rule.

"PROTECTED HEALTH INFORMATION," as defined at 45 C.F.R. §§ 164.501, and 160.103, mean information that:

- (1) is created or received by a health care provider, health plan, employer or health care clearing house; and
- (2) 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 (a) identifies the individual or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"ELECTRONIC PROTECTED HEALTH INFORMATION (EPHI)" as defined at 45 C.F.R. § 160.103(2), means Protected Health Information that is created electronically, transmitted electronically by electronic media, or is maintained in electronic media.

"BUSINESS ASSOCIATE" refers to _____ in this Agreement.

"COVERED ENTITY" refers to the COUNTY of Santa Clara in this Agreement.

II. Duties & Responsibilities of BUSINESS ASSOCIATE

- A. BUSINESS ASSOCIATE'S use and/or disclosure of PROTECTED HEALTH INFORMATION ("PHI") will be limited to those permitted or required by the terms of this Agreement or as REQUIRED BY LAW as defined pursuant to 45 CFR 164.501.
- B. Unless otherwise limited by this Agreement, BUSINESS ASSOCIATE may use the PHI in its possession for the proper management and administration of the BUSINESS ASSOCIATE or to carry out its legal responsibilities.
- C. BUSINESS ASSOCIATE may further disclose PHI for the proper management and administration of the BUSINESS ASSOCIATE or to carry out its legal responsibilities if the disclosure is required by law, or the BUSINESS ASSOCIATE receives reasonable assurances from the person receiving the PHI that it will be held confidentially, and will be used or further disclosed only as required by law and that the person receiving the PHI will notify the BUSINESS ASSOCIATE of any instances known in which the confidentiality has been breached.

- D. BUSINESS ASSOCIATE must not use or disclose PHI in any manner that would constitute a violation of the PRIVACY RULE (Standard for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subpart A and E).
- E. BUSINESS ASSOCIATE must use appropriate safeguards to prevent uses or disclosures of PHI other than as provided for by this Agreement.
- F. BUSINESS ASSOCIATE must report in writing any use or disclosure of PHI not provided for by this Agreement to the COVERED ENTITY as soon as it learns of it.
- G. BUSINESS ASSOCIATE must ensure subcontractors and agents that have access to, or to whom the BUSINESS ASSOCIATE provides PHI, agree in writing to the restrictions and conditions concerning the use and disclosure of PHI which are contained in this Agreement.
- H. At the request of the COVERED ENTITY, BUSINESS ASSOCIATE must comply with the COVERED ENTITY'S request to accommodate an individual's access to his/her PHI in a designated record set maintained by the BUSINESS ASSOCIATE. In the event an individual contacts BUSINESS ASSOCIATE directly about access to PHI, BUSINESS ASSOCIATE will not provide access to the individual but will forward the request to the COVERED ENTITY within three business days of contact.
- I. Within fifteen business days of a request by the COVERED ENTITY, BUSINESS ASSOCIATE will comply with the COVERED ENTITY'S request to amend an individual's PHI in a designated record set maintained by the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE will promptly incorporate any such amendment into the PHI. In the event an individual contacts BUSINESS ASSOCIATE directly about making amendments to PHI, BUSINESS ASSOCIATE will not make any amendments to the individual's PHI but will forward the request to COVERED ENTITY within three business days of such contact.
- J. BUSINESS ASSOCIATE must keep a record of disclosures of PHI for a minimum of six years and agrees to make information regarding disclosures of PHI available to the COVERED ENTITY within fifteen days of a request by the COVERED ENTITY. BUSINESS ASSOCIATE must provide, at a minimum, the following information:
 - (1) the name of the individual whose PHI was disclosed.
 - (2) the date of disclosure;
 - (3) the name of the entity or person who received the PHI, and the address of such entity or person, if known;
 - (4) a brief description of the PHI disclosed; and
 - (5) a brief statement regarding the purpose and explanation of the basis of such disclosure.

BUSINESS ASSOCIATE is not required to maintain a record of disclosures of PHI under the following circumstances:

- (1) To carry out treatment, payment or COUNTY health care operations, or activities that are incident to such disclosures;
 - (2) To individuals of their own PHI;
 - (3) Pursuant to a written authorization;
 - (4) For the facility's directory or to person involved in the individual's care or other notification purposes in 45 CFR 164.510;
 - (5) For national security or intelligence purposes;
 - (6) To correctional institutions or law enforcement officials;
 - (7) As part of a limited data set in accordance with 45 CFR 164.514(e); or
 - (8) That occurred prior to the compliance date for the covered entity.
- K. BUSINESS ASSOCIATE must comply with any other restrictions on the use or disclosure of PHI that the COVERED ENTITY may from time to time request.
- L. BUSINESS ASSOCIATE must make its internal practices, books and records relating to uses and disclosures of PHI available to the Secretary of the U.S. Department of Health and Human Services or designee, for purposes of determining the COVERED ENTITY'S compliance with the PRIVACY RULE. BUSINESS ASSOCIATE must notify the COVERED ENTITY regarding any information that BUSINESS ASSOCIATE provides to the Secretary concerning the PHI. Concurrently with providing the information to the Secretary and upon the COVERED ENTITY'S request, BUSINESS ASSOCIATE must provide COVERED ENTITY with a duplicate copy of the information.
- M. Upon the termination of this Agreement for any reason, BUSINESS ASSOCIATE must return or destroy all PHI, including all PHI that is in the possession of subcontractors or agents of the BUSINESS ASSOCIATE. BUSINESS ASSOCIATE must not retain any copies of PHI. If return or destruction is not feasible, BUSINESS ASSOCIATE must notify the COVERED ENTITY of the condition that makes the return or destruction of PHI not feasible. If the COVERED ENTITY agrees that the return or destruction is PHI is not feasible, BUSINESS ASSOCIATE may dispose of the PHI, subject to all of the protections of this Agreement and must make no further use or disclosure of the PHI.
- N. The respective rights and responsibilities of BUSINESS ASSOCIATE related to the handling of PHI survive termination of this Agreement.
- O. Notwithstanding any other provision of this Agreement, the COVERED ENTITY may immediately terminate this Agreement if BUSINESS ASSOCIATE has materially violated its responsibilities regarding PHI under this Agreement upon written notice.
- P. **EPHI:** If BUSINESS ASSOCIATE receives, creates, transmits, or maintains EPHI on behalf of COVERED ENTITY, BUSINESS ASSOCIATE will, in addition, do the following:
- (1) Develop, implement, maintain and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security

Act, Title 42, Section 1320(d) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of COVERED ENTITY.

- (2) Document and keep these security measures current and available for inspection by COVERED ENTITY.
- (3) Ensure that any agent, including a subcontractor, to whom the BUSINESS ASSOCIATE provides EPHI, agrees to implement reasonable and appropriate safeguards to protect it.
- (4) Report to the COVERED ENTITY any Security Incident of which it becomes aware. For the purposes of this Agreement, Security Incident means, as set forth in 45 C.F.R. section 164.304, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system."

ATTACHMENT 6
Health Information Technology for Economic and Clinical Health (HITECH) Act
Business Associate Requirements

These additional terms and conditions shall be incorporated into and made a part of the _____ (“Agreement”) between the County of Santa Clara (“County”) and _____ (“Contractor”). Attachment 6 shall be incorporated into the Agreement. To the extent there are conflicts between the terms and conditions of Attachment 6 and the Agreement, Attachment 6 shall control.

The Health Information Technology for Economic and Clinical Health Act (HITECH Act), Pub. L. 111-5, Div. A, Title XIII, § 130001 et seq., Div. B, Title IV, § 4001 et seq., Feb. 17, 2009, 123 Stat. 226, 467, 42 U.S.C.A. § 300ii, et seq., and 42 U.S.C. A, § 17901, et seq., which was signed February 17, 2009 as part of the American Recovery and Reinvestment Act of 2009 (ARRA) requires that additional privacy and security requirements be incorporated into all business associate agreements with covered entities under the Health Insurance Portability and Accountability Act (HIPAA) effective February 17, 2010. (42 U.S.C. §§ 17931 and 17934).

The HITECH Act requires that certain provisions of the HIPAA Security Rule be incorporated into business associate agreements, including: (1) Administrative safeguards (45 C.F.R. Section 164.308); (2) Physical safeguards (45 C.F.R. section 164.310); (3) Technical safeguards (45 C.F.R. section 164.312); and (4) policies and procedures and documentation requirements (45 C.F.R. section 164.316); (5) compliance reviews and investigations; and (5) other additional privacy provisions contained in the HITECH Act. Business associates may be subject to the same civil and criminal penalties as are HIPAA covered entities. (42 U.S.C., 42 U.S.C. §§ 17931 and 17934).

The County is preparing a modified business associate agreement to reflect these new requirements, which will be available prior to February 17, 2010. Pursuant to the HITECH Act, Contractor shall enter into this modified agreement effective February 17, 2010.

Moreover, **effective September 23, 2009**, the HITECH Act requires Contractor to inform the County without unreasonable delay and no later than sixty (60) calendar days after discovery of a privacy breach, meaning a patient whose protected health information (PHI) has been (or is reasonably believed by the business associate to have been) accessed, acquired, or disclosed in a manner not permitted by HIPAA and federal privacy laws. (45 C.F.R., § 164.410.) The notice must contain: (1) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known, (2) a description of the types of PHI that were involved in the breach, (3) any steps individuals should take to protect themselves from potential harm resulting from the breach, (4) a brief description of what the business associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against further breaches, and (5) contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address. (42 C.F.R. § 164.410).

When the County is notified of a breach of unsecured PHI by a business associate, or if the County has reason to know of a breach of unsecured PHI by a business associate, the County's own sixty (60) day notification obligations (to the patient whose PHI was breached and to the Secretary of the Department of Health and Human Services) may be triggered.

In order to comply with the HITECH law and to ensure that all reporting obligations on the part of both the County and Contractor are timely met and satisfied, effective immediately, Contractor must notify the County Compliance and Privacy Officer without unreasonable delay and in any event no later than ten (10) business days following the discovery of any potential privacy breach. A breach is discovered by Contractor as of the first day on which such breach is known to Contractor, or, by exercising reasonable diligence, would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence, would have been known to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Contractor. The contact information for the Compliance and Privacy Officer is as follows:

Anna Hughes, MPA
Compliance & Privacy Officer
Santa Clara Valley Health & Hospital System
2325 Enborg Lane, Suite 360
San Jose, CA 95128
Telephone: 408-885-3794
E-mail: anna.hughes@hhs.sccgov.org
Fax: 408-885-6886

The notification to the County Compliance and Privacy Officer may be accomplished by telephone, fax or e-mail.

Contractor shall be responsible for, and defend, hold harmless and indemnify the County for any fines and assessments that may be imposed on the County, any SCVHHS entity or the Contractor for any privacy breaches or late reporting by Contractor.

**APPENDIX A
PROPOSAL PRICE RESPONSE FORM**

Section A: Services

1. ORAL (TELEPHONE BASED) LANGUAGE INTERPRETATION SERVICES

RATE FOR ALL SPANISH LANGUAGE: \$ _____ PER MINUTE

RATE FOR ALL OTHER LANGUAGES: \$ _____ PER MINUTE

2. MAXIMUM ANSWER TIME: _____ SECONDS

_____ % REBATE IF TIME ALLOTTED IS EXCEEDED

3. MAXIMUM CONNECTION TIME: _____ SECONDS

_____ % REBATE IF TIME ALLOTTED IS EXCEEDED

Indicate Payment Terms: _____

Section B: Equipment & Accessories

If the services require the use of specialized equipment or accessories, other than common desktop telephones, Offeror must list the required equipment and accessories on an attachment and propose pricing. Pricing must include all costs, including freight and installation but excluding sales tax.

**APPENDIX B
NON-COLLUSION DECLARATION**

I, _____, am the
(Print Name)

_____ of _____,
(Position/Title) (Name of Company)

the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Offeror has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct:

COMPANY NAME: _____

AUTHORIZED
SIGNATURE _____

PRINT NAME: _____

DATE: _____

**APPENDIX C
DESIGNATION OF SUBCONTRACTORS**

Proposer shall completely fill in the form below for each subcontract that exceeds one-half percent (1/2%) of the Proposer's total Base Bid. A subcontractor is defined as one whom:

- 1) Performs work or labor
- 2) Provides a service to the Proposer
- 3) Specially fabricates and installs a portion of the work according to the plans and specifications

Work shall be done in compliance with California Public Contract Code 4100-4114 and any amendment thereof.

Proposer shall assume full responsibilities for the actions, omissions and errors of subcontractors listed below. No change in subcontractor shall be permitted, after award, without prior written approval from the County Procurement Department Buyer or his/her designee. Changes in subcontractors without prior written consent from the County Procurement Department Buyer or his/her designee can result in the cancellation of the contract.

NAME OF
SUBCONTRACTOR

COMPLETE ADDRESS
AND TELEPHONE NO.

SPECIALTY

COMPANY NAME: _____

AUTHORIZED
SIGNATURE _____

PRINT NAME: _____

DATE: _____

Appendix D
COUNTY OF SANTA CLARA BOARD OF SUPERVISORS POLICY ON
CONTRACTING PRINCIPLES

5.2.14 Contracting Principles (Adopted 10-28-97; Amended 10-21-08)

As a condition of the renewal of any contract or the letting of any new contract, any agency or company contracting to deliver services for the County shall comply with the following contracting principles:

- A. All Type I and Type II contracts, as hereinafter defined, shall include a contract provision specifying that the contractor shall comply with all applicable federal, state and local rules, regulations and laws.
- B. In order to assure fiscal responsibility, strength and compliance with these principles, all Type I and Type II contracts shall include a contract provision specifying that the contractor shall maintain financial records that would be adequate to show that County funds were used for purposes consistent with the terms of the service contract.
- C. All Type II contractors shall provide specific information in addition to that which is required of a responsible bidder. The information will be delineated in the contractor selection process document but shall, at a minimum, include the following information pertaining to the actual provision of services and/or expenditures charged to the contract.
 - 1. Information regarding the wage level, pay range and benefits for positions and job classifications.
 - a. The wage and benefit information for executive, managerial and supervisory positions may be presented as one aggregate figure. For example: "Executive, Managerial and Supervisory wage and benefits costs for this contract are (or in the case of a new program the projected level) \$X for each year of the contract." However, in no instance would an individual be identified by employee name.
 - b. The wage level, pay range and benefit costs for all other positions and job classifications that will be providing actual services and/or expenditures charged to the contract should specify actual distribution (or in the case of a new program the projected level) of wage rates within each pay range by the specific salary level. However, in no instance would an individual salary be identified by employee name. In the case of single position job classes the information may be aggregated with similar job classes.

For example: "In Job Classification A there are five positions with a pay range of \$X to \$Y. With two employees paid at \$X, two employees paid at \$Y and one paid at \$Z midpoint between \$X and \$Y."
 - c. If medical insurance is provided, a summary of coverage for each plan must be submitted (or in the case of a new program, the projected level). In addition, the County may also request the entire plan document.

The summary must include the total premium cost, the amount of the premium paid by the employer and employee, and any co-payments or other employee costs.

If medical insurance is not provided, the County Agency/Department presenting the contract for approval shall calculate and disclose the costs of providing medical insurance to the employees of the contractor. Costs shall be determined by the County Executive based on a standard cost provided by the Santa Clara Valley Health and Hospital System.

2. Length of Service:

- a. The length of continuous employment with the contractor by job classification (information shall not include employee names).
- b. In addition, the contractor may submit information detailing the relevant prior experience of employees within each job classification (information shall not include employee names).

3. The annual rate of staff turnover.

4. The number of hours of training for each position in subject matters directly related to providing services to County residents/clients.

5. The number of legal complaints issued by an enforcement agency for alleged violations of applicable federal, state or local rules, regulations or laws and the number of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws. The information must include the date, enforcement agency, the rule, law or regulation involved and any additional information the contractor may wish to submit.

6. Copies of any collective bargaining agreements or summary of personnel policies covering the employees providing services to the County.

D. All Type II contracts shall include a contract provision specifying that in order to determine compliance to these principles as well as the contract, the contractor shall be required to provide the County or its agents, except where prohibited by federal or state laws, regulations or rules, reasonable access, through representatives of the contractor, to facilities, records and employees that are used in conjunction with the provision of contract services.

E. During the term of any contract all Type II contractors shall provide to the County copies of any financial audits that have been completed. The contractor shall use County funds for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contracts, this shall not preclude the realization of profits or savings.

F. During the term of any contract, all Type II contractors shall advise the County Department/Agency responsible for monitoring the contract of the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State or Local agency for alleged violations of federal, state or local rules, regulations or

laws. In addition, the specific contract may include additional provisions regarding notice to the County of specific client/patient service issue complaints.

- G. During the term of any contract, all Type II contractors shall advise the County of the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws.
- H. Violations of this policy may be considered material breaches of any Type I or Type II contract, and may, at the option of the County, constitute grounds for the termination or non-renewal of any such contract, according to its terms. The contractor shall be provided reasonable notice of any intended termination or nonrenewal and the opportunity to respond and discuss the County's intended action.

DEFINITIONS

- A. For purposes of this resolution, renewal of any contract shall not include modifications or amendments that do not extend the original length of the contract.
- B. For purposes of this resolution, services shall not include the rental, purchase, sale, lease, lease back or lease purchase of goods. Nor shall the rental, purchase, sale, lease, lease back or lease purchase of any facility or property be included.
- C. For purposes of this resolution, Type I service contracts shall include any of the following in which the County purchases services from:
 - 1. Sole source.
 - 2. Construction or other work required by law to be contracted out.
 - 3. Individuals and contractors that employ less than twenty-five (25) employees.
 - 4. Contract which provides for immediate needs necessary to preserve public health, safety or peace and any other emergency work which cannot be handled because staff and equipment have been allocated and the work must be done post haste.
 - 5. Contract necessary to provide immediate emergency repair of facilities or equipment in order to preserve or provide continuous public, inmate, patient or client services or for the safety and health of the public or employees.
 - 6. Contract with other public agencies.
 - 7. Contract of one hundred thousand dollars (\$100,000) or less (excluding contractors where the aggregate of multiple contracts for the same or similar services with the same contractor exceeds \$100,000), except where a labor contract contains a specific provision that requires notice to the County labor organization, then the labor contract provision and threshold dollar amount shall be applied.
 - 8. Contract with professionals (such as legal, financial, engineering, architectural, management consulting services and physician and medical consulting services) where the primary services contracted for will be provided by those professionals.

9. Contract requires work to be performed with specialized equipment (such as trucks, cranes and other similar large equipment) including those contracts when the contractor provides an operator for the equipment.
 10. Contract for facility or equipment maintenance except such facility or equipment maintenance provided by County employees at the time of adoption of this resolution (i.e., FY 1998).
 11. Contract is for maintenance services incidental to the purchase (or lease, etc.) of goods or equipment.
 12. Contracts to provide employee benefits pursuant to provisions of County labor contracts.
- D. For purposes of this resolution, Type II service contracts include all service contracts in which the County purchases services not covered under Definitions I.B. and I.C. of this resolution. Garment rental contracts shall be considered a Type II for the purposes of this resolution.

DECLARATION OF CONTRACTOR

(To be completed by all Type I and Type II contractors)

- ☐ This is a Type I service contract under the Board of Supervisor's Resolution of Contracting Principles.

If this box is checked, please complete the following:

Type I Category: _____

Explanation: _____

- ☐ This is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

The contractor currently has other County contracts for the same or similar services:

☐

Yes

☐

No

If **Yes** is checked, please list and describe contracts, types and dollar amounts.

I am authorized to complete this form on behalf of _____

_____ [Name of contracting entity]. I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Contractor Signature: _____

Name: _____

Title: _____

Date: _____

Appendix E
TYPE II CONTRACTOR INFORMATION PACKET

This set of forms is applicable generally for contractors providing service to the County of Santa Clara. It is not intended for contractors that provide rental, purchase, sale, lease, lease back or lease purchase of goods to the County.

It should be assumed that contractors are Type II providers unless they meet the exceptions as described in BOARD OF SUPERVISORS POLICY ON CONTRACTING PRINCIPLES. Refer to DEFINITIONS Section.

SECTION 1

Information regarding the wages and benefits for executive, managerial and supervisory positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

Aggregate total wages for the above positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

= _____

Aggregate total medical benefit employer costs for the above positions pertaining to services provided under the proposed contract:

= _____

If no medical benefits are provided, County Agency/Departments will consider and include such costs for these employees, as determined by the Santa Clara Valley health and Hospital system and set by the County Executive.

Equivalent total medical benefit employer costs attributed to the above positions:

= _____

Information regarding the wages and benefits for all other positions except: executive, managerial and supervisory positions, pertaining to services provided under the proposed contract.

Job Class	Total Number of Positions
Pay Ranges	Employees at this level
A	
B	
C	
D	
E	

Page 3

SECTION 3

Medical cost (medical, dental, vision and life insurance premium) breakdown for employees in Sections 1 and 2; if a different benefit package is offered to management employees, please identify and describe:

Medical Cost	Employer Contribution	Employee Self Contribution	Total Cost
Employee only			
Employee plus one dependent			
Employee plus multiple dependents			

Please check one:

- ☐ Administrative/Management Employees Only
- ☐ Line Employees Only
- ☐ All employees

Please attach a summary of all medical (medical, dental, vision and life insurance premium) plans for employees reported in Sections 2 and 3.

The County reserves the right to have contractor provide entire plan documents.

(Use additional sheets of Section 3 page for additional plans)

SECTION 4

Please provide information for length of service of contractor staff in the area of service currently provided to the County or proposed to be provided to the County:

Job Class:	Length of continuous agency service	Prior Experience <u>(Optional)</u>
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience <u>(Optional)</u>
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience <u>(Optional)</u>
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

(Use additional sheets of Section 4 page for more job classes)

SECTION 5

Please provide the annual rate of turnover of staff for prior 1 year.

Immediate past 12 months / prior fiscal year / prior calendar year

[Please circle one]

Note:

This section pertains to contractor staff in the area of service currently provided to the County or proposed to be provided to the County. (Example: if 10 positions are covered and 5 employees left their positions in the last year, the annual turnover rate is 50%)

SECTION 6

Training records for prior 1 year - immediate past 12 months / prior fiscal year / prior calendar year [please circle one] for contractor staff in the area of service currently provided to the County or proposed to be provided to the County:

Training subject matter related to contracted services	Employee classes	Date	Total hours

SECTION 7

Please list legal complaints, citations, court findings, or administrative findings for violations issued by enforcement agencies for the previous five (5) years for alleged violations of applicable federal, state or local rules, regulations or laws:

Rules, laws, regulations involved	Type	Enforcement Agency	Date of Issue

SECTION 8

Please list and provide copies of collective bargaining agreements covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

Bargaining Units	Union	Term of Agreement

If there are no collective bargaining agreements, please provide summaries or actual personnel policies covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

SECTION 9

DECLARATION THAT INFORMATION IS COMPLETE

I am authorized to complete this packet of forms on behalf of

[Name of contracting entity]

I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Signature: _____

Name: _____

Title: _____

Date: _____

Appendix F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____

GENERAL INFORMATION

The Contractor referenced above has entered into an agreement with the County of Santa Clara to provide certain services to the County. The County requires the Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT

Contractor understands and agrees that the Contractor employees, consultants, sub-contractors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Santa Clara for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kinds from the County of Santa Clara by virtue of performance of work under the above referenced agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Santa Clara pursuant to any agreement between any person or entity and the County of Santa Clara.

CONFIDENTIALITY AGREEMENT

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Santa Clara and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Santa Clara. The County has a legal obligation to protect all such essential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Santa Clara. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced agreement. Contractor and Contractor's Staff agrees to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to Contractor or Contractor's Staff during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Santa Clara may seek all possible legal redress.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Contractor Name: _____