

NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY



REQUEST FOR PROPOSALS for MEDICAL DIRECTOR SERVICES July 1, 2019 - June 30, 2021

PROPOSALS DUE:

April 15, 2019, 1:00 p.m.

NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY

16936 EL FUEGO

P.O. Box 1206

RANCHO SANTA FE, CA 92067

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REQUEST FOR PROPOSALS

1.0 INTRODUCTION:

The North County Dispatch Joint Powers Authority (hereinafter referred to as “NCDJPA”) is seeking a medical director services for the purposes of implementing operational changes to call triage, priority medical dispatch, as well as routine clinical oversight for its member and contract fire departments and the Escondido Fire Department.

2.0 BACKGROUND:

The NCDJPA is a Joint Powers Authority which provides comprehensive emergency and fire dispatch for eight (8) member fire departments (Carlsbad, Encinitas, North County Fire, Oceanside, Rancho Santa Fe Fire, San Marcos, Solana Beach, Vista) and nine (9) contract agencies (CSA-17, Del Mar, Mercy Ambulance, Pala Reservation, Pauma Reservation, Rancho Santa Fe Patrol, Rincon Reservation, San Pasqual Reservation, and Valley Center Fire) (hereinafter each a “FIRE AGENCY” and jointly in any combination referred to as “FIRE AGENCIES”). The NCDJPA is governed by an eight (8) member Board of Directors. The JPA Administrator and staff implement the policies approved by the Board of Directors and handle day-to-day operations. In 2018, NCDJPA dispatched more than 72,000 incidents for fire and emergency services. For more information, please visit NCDJPA website at www.ncdjpa.org.

Escondido Fire has its own Police and Fire Dispatch Center, separate from the NCDJPA. Annually, Escondido handles more than 200,000 telephone calls for police, fire, and emergency services. In 2018, The Fire Department responded to 15,933 emergency calls, 12,708 of which were medical in nature. More information can be found at <https://police.escondido.org/communications.aspx>.

3.0 SCOPE OF SERVICES:

The priority of obtaining medical director services is to implement the medical oversight necessary to call triage and priority medical dispatch and provide representation to the FIRE AGENCIES at various Countywide meetings, as noted in "Task 1" herein, with an additional priority to implement the objectives as defined in "Task 2" herein.

3.1 DELIVERABLES (TASK 1):

- 3.1.1 Develop, review and recommend approval of the medical oversight procedures, agencies dispatch protocols, and triage algorithms including protocols and triage algorithms for the FIRE AGENCIES.
- 3.1.2 In collaboration with the County of San Diego EMS Agency, research and recommend enhancements to the standard of care for the FIRE AGENCIES' 911 system. No change shall be made in the system's standard of care which results in a standard that is less than or in contradiction of the essential standards established by the County of San Diego and required by the laws and regulations of the State of California, nor infringe upon individual member or contract agencies' exclusivity rights as prescribed in Calif. Health & Safety Code sections 1797.201 or 1797.224.
- 3.1.3 Represent FIRE AGENCIES' EMS provider care interests at local or statewide venues as requested.
- 3.1.4 Participate and/or chair various medically related committees such as EMS Staff Committee, Quality Improvement ("QI") Committee, Medical Dispatch Review Committee ("MDRC"), Protocol Task Force, Base Station Physician's Committee ("BSPC") and Pre-Hospital Audit Committee ("PAC") as requested.
- 3.1.5 Monitor clinical and field aspects and activities of the FIRE AGENCIES and prehospital providers administering care within the FIRE AGENCIES's 911 system in accordance with the current system standard of care.
- 3.1.6 Collaborate with the designated FIRE AGENCIES continuous quality improvement ("CQI") personnel and participate in review of CQI audits.
- 3.1.7 Review clinical aspects of records of call triage and/or dispatch resulting in poor patient outcome (as reported by field personnel, FIRE AGENCIES QA/QI staff, Base Hospital staff, or County EMS) in a timely manner following occurrence as requested and recommend corrective action when necessary.
- 3.1.8 Ensure integration of CQI (patient outcome) data and provide input into training modules.
- 3.1.9 Act as a resource to the EMS education staff.

3.2 DELIVERABLES (TASK 2):

QUALITY IMPROVEMENT:

- 3.2.1 Coordinate scope of practice changes and provide input on development of related policies and procedures for EMS personnel with State and the County of San Diego, the Local Emergency Medical Services Agency (LEMSA).
- 3.2.2 Provide input into the education program and instruction as requested. This may involve the Medical Director reviewing continuing education programs and serving as a resource if needed for CQI based continuing education, trends, or other educational needs that are identified.
- 3.2.3 Consultation on research projects or pilot studies the FIRE AGENCIES seek to participate in or pilot.

MEDICAL SUPPLY

- 3.2.4 Provide input and approval on equipment utilized for EMS as requested.
- 3.2.5 Direct and ensure mechanisms are in place for proper acquisition, storage and distribution procedures for controlled medical supplies and pharmaceuticals for use by all first responders, contract medical transportation provider units, and any other identified special teams. A current physician license and DEA registration (Form 222 or 224) is required.
- 3.2.6 Medical authorization for the procurement and administration of pharmaceuticals including but not limited to immunizations and other testing for FIRE AGENCIES' personnel.

AGENCY REPRESENTATION

- 3.2.7 Function as the subject matter expert and representative on investigations related to pre-hospital care policy and/or procedure violation allegations; participate in a review process to evaluate competency of medical personnel working in the FIRE AGENCIES' EMS systems as requested.
- 3.2.8 In the event of a declared disaster or catastrophic incident, medical director services may be requested to respond and support, and shall be required to respond and support whenever required by law.
- 3.2.9 Liaise with local law enforcement and other civic and private institutions as requested for existing and emerging preventative health programs and epidemics or similar public health emergencies.

MEDICAL OVERSIGHT

- 3.2.10 Review and advise the content of FIRE AGENCIES' emergency medical services guidelines, policies and practices. Make recommendations for guidelines for the FIRE AGENCIES' EMS Coordinators.
- 3.2.11 Provide authority for FIRE AGENCIES' registered nurses to perform services for the FIRE AGENCIES under the consulting physician's medical license.
- 3.2.12 Provide input and oversight of medical or procedural error reporting process as requested.
- 3.2.13 Provide consultation to the Designated Infection Control Officer ("DICO") on decisions involving risk assessment, post-exposure prophylaxis and treatment of occupational infectious disease exposures.
- 3.2.14 Maintain privacy and confidentiality per regulatory requirements of records, conditions, and other information relating to patients, employees, and the medical transport provider, and be willing to be a HIPAA business associate with the member and contract agencies
- 3.2.15 Provide medical direction for community-based CPR & AED programs and medical reserve corps programs.
- 3.2.16 Sign National Registry credential skills verification forms

4.0 **PROPOSAL REQUIREMENTS:**

4.1 **FORMAT AND CONTENT OF RFP:**

- 4.1.1 **TITLE PAGE:** Show the name of Proposer's agency/firm, address, telephone number, and name of contact person, date and the subject: PROPOSAL FOR MEDICAL DIRECTOR SERVICES.
- 4.1.2 **TABLE OF CONTENTS:** Include a clear identification of the material by section and by page number.
- 4.1.3 **COVER LETTER AND EXECUTIVE SUMMARY:** A cover letter introducing the company and providing the name of one individual who will be the primary point of contact with the NCDJPA, the company name, address, and telephone numbers of corporate headquarters and a local office, if applicable. Summarize the Proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted. This section should summarize the key points of your submittal and should answer the question: "Why should the NCDJPA engage this firm?" This letter should be signed by the person in your firm who is authorized to negotiate terms, render binding decisions and commit the firm's resources.
- 4.1.4 **SCOPE OF WORK:** Describe the specific scope of work you propose to perform, consistent with the Tasks set forth above, along with anticipated timeframes for implementation. Within the scope of work description include the anticipated hourly commitment per month, and the method by which performance will be reported by the PROPOSER to the FIRE AGENCIES. Exceptions to any of the Tasks should be clearly described. The proposed initial contract term is for two (2) years with up to three (3) one-year extensions, for a total contract term of up to five (5) years.
- 4.1.5 **FIRM OVERVIEW:** Provide a brief description of how your firm is organized (i.e., corporation, partnership, etc.), including the businesses in which it is engaged, the location of offices, the number of professionals in each office, and the role of the municipal advisory department in your firm. Indicate your firm's commitment to the advisory business and comment on any recent significant changes in your organization.

Include a discussion of the specific expertise and services that distinguish your firm. Individuals or entities seeking consideration should provide detailed information regarding relevant certifications, specializations, knowledge and experience that would aid them in providing medical direction services to the FIRE AGENCIES. Information provided shall be used in evaluating and scoring responses. Relevant knowledge and experience may include but is not limited to: emergency medicine; Emergency Medical Services ("EMS"); emergency ambulance transportation; continuous quality improvement ("CQI"); communicable diseases and exposure control principles; community paramedicine; mobile integrative healthcare; controlled substances practices; and adult learning.

- 4.1.6 **PERSONNEL AND REFERENCES:** Provide the names, proposed roles, background and experience, office location and availability of the personnel that would work on the NCDJPA's account, and specifically identify the primary person(s) who will be responsible for managing the relationship with the NCDJPA and its FIRE AGENCIES. Identify who will provide any cost estimation services. For the proposed personnel,

provide a list of all public sector clients worked with in the last 36 months; a brief description of the scope of services you provided; and the names, titles, and contact information for the government officials primarily responsible for the transactions.

- 4.1.7 **CREDENTIALS:** Provide documentation which demonstrates that the consulting physician(s) possess a license to practice medicine in the State of California, in compliance with State regulations, and in good standing with the Board of Medical Examiners, as well as a DEA license with the ability to obtain a DEA registration number for the procurement of controlled pharmaceuticals as needed and to monitor and report compliance with controlled drug inventory policies. Additionally, physicians that participate in a field ride-along must submit documentation demonstrating compliance with CDC vaccination guidelines for healthcare workers. Although not required, it is desirable that the applicant(s) be board certified physicians with experience in a base hospital setting and have prehospital training experience.
- 4.1.8 **POTENTIAL CONFLICT OF INTEREST:** You should advise the NCDJPA of any potential conflict known by your firm and discuss how, if selected, your firm would address any concerns raised by such potential conflict. Examples of conflict of interest could include receipt of financial gain from products and/or services for which the PROPOSER is advising/advocating on behalf of the FIRE AGENCIES, or, conflict arising between the FIRE AGENCIES and the PROPOSER'S employer or contracting entity.
- 4.1.9 **DISCIPLINARY AND REGULATORY ACTIONS:** List all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against your firm or any of its personnel relating to your firm's services as financial advisor, whether current, pending or occurring in the last five (5) years. Please indicate disposition of each claim.
- 4.1.10 **INSURANCE:** The selected Proposer must provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensation, Commercial General Liability, and Errors and Omissions Liability or Professional Liability insurance. The proposal shall include the amounts of insurance by type of coverage, whether it is occurrence or claims made, and the deductible or self-insured level for each type of coverage.
- 4.1.11 **COST PROPOSAL AND REIMBURSEMENT FOR "OUT-OF-POCKET" EXPENSES:**
Present a concise list of the scope of services and the work products that your firm proposes to provide. Provide a comprehensive cost proposal for Task 1 and Task 2 services, as well as a proposed payment schedule. The Proposer is required to submit an estimate of hours, personnel, traveling, and related cost estimates. The Proposer must also include any other costs it believes NCDJPA would incur for the required level of service, regardless of whether it is on the Scope of Services or not. Given your proposed scope of services and work products, discuss your proposed fee arrangement *based on each of the following alternatives:*
- 4.1.11.1 Compensation on a fixed annual cost, payable monthly.
- 4.1.11.2 Compensation on a time and expense basis, with a list of hourly billing rates for the proposed personnel and any proposed increases in such rates during the term of the contract, and the types of reimbursable expenses with proposed charges.
- 4.1.11.3 Any costs incurred by the Proposers, which are not specifically provided for herein, shall be the expense of the Proposer. Any omissions or ambiguities will be construed most favorable to the NCDJPA.

5.0 SUBMITTAL REQUIREMENTS:

All proposals must be in strict conformity with the RFP Submittal Requirements, including addenda, and shall be submitted as follows:

- 5.1 **PROPOSAL DUE DATE:** Sealed proposals including one (1) original and two (2) complete copies must be received by the JPA **no later than Monday, April 15 @ 1:00 p.m.**, unless this time is extended by written addendum issued by NCDJPA before that date. Proposals shall be addressed as follows:

**Quynh Dinh, Budget and Finance Manager
North County Dispatch JPA
P.O. Box 1206
Rancho Santa Fe, CA 92067**

- 5.2 The Proposal shall be clearly labeled: **"PROPOSAL FOR MEDICAL DIRECTOR SERVICES—DO NOT OPEN WITH REGULAR MAIL."**
- 5.3 The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.
- 5.4 Submittals may be mailed or hand delivered. Email submissions will not be accepted. It shall be the Proposer's sole responsibility to ensure their proposal is received no later than the close of submittal date and time indicated.
- 5.5 Proposals and/or modifications thereto received subsequent to the hour and date specified above will not be considered and will be returned unopened to the Proposer.
- 5.6 Failure to comply with the requirements of this RFP may result in disqualification.
- 5.7 All proposals submitted shall be binding on Proposers for one hundred twenty (120) calendar days following opening of the proposals.
- 5.8 NCDJPA is not responsible for any costs incurred by a firm in either responding to this RFP, or in participating in oral presentations or meetings with NCDJPA's representatives.
- 5.9 The Agreement will include, but not be limited to, the following terms and conditions:
- 5.9.1 Fees and costs specified in the proposal will remain firm for the period of the contract.
- 5.9.2 Time will be of the essence for the Proposer to meet the completion time, as specified in its proposal. The Proposers shall agree that all work shall be performed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the proposed specified time.
- 5.9.3 By submitting a proposal, the Proposer agrees to the general terms and conditions set forth in this Request for Proposals.

6.0 PRE-SUBMITTAL ACTIVITIES:

- 6.1 **QUESTIONS CONCERNING THE RFP:** All questions must be put in writing and must be received no later than Monday, April 1 @ 4:00 p.m. and will be responded to in an addendum format by 4:00 p.m. on Monday, April 8. Requests for clarifications, questions and comments must be clearly

labeled, “**Medical Director Services RFP – Written Questions.**” The FIRE AGENCIES are not responsible for failure to respond to a request that has not been labeled as such. All questions regarding the RFP are to be presented in writing or via email to:

**Quynh Dinh, Budget and Finance Manager
North County Dispatch JPA
P.O. Box 1206
Rancho Santa Fe, CA 92067
858-400-2813
qdinhd@sdrecc.org**

- 6.2 **PRE-PROPOSAL MEETING:** A pre-proposal meeting will be held on Monday, March 25 @ 9:00 am at the Vista Civic Center, 200 Civic Center Dr, Vista, CA 92084.
- 6.3 **REVISION TO THE RFP:** NCDJPA reserves the right to revise the RFP prior to the date proposals are due. Revisions to the RFP shall be distributed to all known potential Proposers and posted on the NCDJPA website. NCDJPA reserve the right to extend the date by which proposals are due.
- 6.4 **REQUEST FOR ADDITIONAL INFORMATION:** By submitting a proposal, the Proposer agrees to furnish such additional information as NCDJPA reasonably require. This includes information indicates financial stability and assurance of business continuity as well as ability to provide the services over the life of the contract period. To the extent there are any revisions or additions to the information provided or requested in the RFP, an addendum will be posted on the NCDJPA website. NCDJPA reserves the right to make such investigations of the qualifications of the Proposer, as appropriate. By submitting a proposal, the Proposer also agrees to furnish appropriate certificates of insurance to NCDJPA, naming NCDJPA as an additional insured, for risks typical to the type and character of the requested services. Coverage for professional liability and errors and omissions will be required to the satisfaction of NCDJPA.

7.0 PROPOSER NOMINATION AND SELECTION PROCESS:

- 7.1 **OPENING OF THE PROPOSALS FOR PUBLIC INSPECTION:** Proposals will be opened for public inspection at 1:00 p.m. on Monday, April 15 at North County Dispatch JPA, 16936 El Fuego, Rancho Santa Fe, CA 92067.
- 7.2 NCDJPA will review the proposals based upon the evaluation criteria listed herein. Based on the proposals received, NCDJPA will identify a list of Proposers most qualified for this project
- 7.3 The selection may be based solely upon the content of the proposal. NCDJPA may interview the most qualified Proposers to clarify scope, intent, or technical details of the proposal, and to negotiate final terms for recommendation to the NCDJPA Board of Directors.
- 7.4 The NCDJPA Administrator will make the final recommendation to the NCDJPA Board of Directors concerning the proposed contract. Final authority to approve the contract rests with the NCDJPA Board of Directors.
- 7.5 The Request for Proposal (RFP) does not constitute an offer to enter into a contract and does not commit NCDJPA to enter into a contract, nor does it obligate the NCDJPA to pay for any costs incurred in preparation and submission of responses in anticipation of a contract.
- 7.6 At its sole discretion, NCDJPA reserve the rights to:
- Accept any proposal deemed to be in the best interest of the NCDJPA, its member and contract agencies, and the Escondido Fire.
 - Reject any or all proposals.
 - Waive any of the provisions of the RFP.

- Waive any technicalities or informalities in the RFP process.
- Negotiate with any, all or none of the respondents to the RFP.
- Negotiate costs and/or any material aspect of the RFP.

7.7 All proposals, inquiries, responses or correspondences related to or about this RFP and all reports, charts, displays, schedules, exhibits and other documentation submitted by Proposer will become the property of NCDJPA and will not be returned.

8.0 EVALUATION CRITERIA:

At a minimum, proposals and Proposer selection will be evaluated based on the following criteria: (See Section 4.0 – Proposal Requirements for detailed information).

- Overall completeness, clarity and quality of the proposal and responsiveness to the RFP.
- Qualifications and experience in providing similar services to public sector agencies
- Proper records, licenses and certifications
- Overall project cost.
- Ability for the proposal to meet NCDJPA and its FIRE AGENCIES’ intended project goals and objectives
- Project team and organizational approach.
- Demonstrated ability to meet the proposed schedule.
- Financial condition of the Proposer.

9.0 SCHEDULE FOR NOMINATION, SELECTION, AND AWARD

NCDJPA anticipate that the process for nominating and selecting a Proposer, and awarding the contract, will be according the following tentative schedule:

Announcement of RFP:	Thursday, March 14 @ 4:00 p.m.
Pre-proposal Meeting	Monday, March 25 @ 9:00 a.m.
Questions Regarding RFP Due	Monday, April 1 @ 4:00 p.m.
Answers to RFP Questions	Monday, April 8 @ 4:00 p.m.
Proposal due date & Bid Opening:	Monday, April 15 @ 1:00 p.m.
Interviews (if needed):	Wednesday, April 24
Selection and notification:	Tuesday, May 14

10.0 TERM OF CONTRACT: The NCDJPA is seeking medical director services for period July 1, 2019 to June 30, 2021, with optional three (3) one-year extensions.

11.0 SPECIAL CONDITIONS:

11.1 RESERVATIONS: This RFP does not commit NCDJPA to award a contract, to defray any costs incurred in the preparation of a Proposal in response to this RFP, or to procure or contract for work. NCDJPA reserves the right to award this contract to the Proposer(s) determined to offer the quality, standards and prices most advantageous to the interests of NCDJPA.

11.2 PUBLIC RECORDS: All proposals submitted in response to this RFP become the property of NCDJPA and are considered public records and as such may be subject to public review under the Public Records Act (Government Code 6250 et. Seq.). However, proposals shall not be disclosed until

negotiations are completed and a recommendation for selection and award is made to the NCDJPA Board of Directors.

If a Proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Proposal. Note that under California law, price proposal to a public agency is not a trade secret. The successful Proposer shall be responsible for defending its determination that any redacted portions of the Proposal are confidential, trade secret or otherwise not subject to disclosure. The Proposer shall defend, indemnify and hold NCDJPA harmless from any and all claims arising from or relating to Proposer's determination that the redacted portions of the Proposal are confidential, trade secret or otherwise not subject to disclosure.

11.3 RIGHT TO CANCEL: NCDJPA reserves the right to cancel, for any reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date and submittal requirements. If the RFP is cancelled or revised, all Proposers will be notified in writing.

11.4 REQUEST FOR ADDITIONAL INFORMATION: NCDJPA reserves the right to request additional information and/or clarifications from any or all Proposers to this RFP.

11.5 CONFLICT OF INTEREST: The Proposer is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices. NCDJPA has established a policy concerning potential conflict of interest in program management, design, and construction. This policy applies to all Proposers and their proposed subcontractors.

11.6 RELEASE OF PUBLIC INFORMATION: Proposers desiring to release information to the public must receive prior written approval from NCDJPA.

11.7 INSURANCE REQUIREMENTS: The successful vendor will be required to comply with the following insurance and indemnity requirements, which will be included in the final agreement between the parties:

11.7.1 **REQUIRED COVERAGE:** The selected Proposer shall provide proof of insurance coverage in an amount not less than \$2,000,000 for General Liability, \$2,000,000 for Professional Liability, \$1,000,000 for Automobile Liability, and \$4,000,000 Aggregate. Further, proof of coverage for Worker's Compensation in California is required at statutory limits. Proposer shall provide, within five (5) days after the Notice of Selection letter is issued, an original certificate of insurance and a separate endorsement naming NCDJPA and its employees and officers as additionally named insureds.

Insurance coverage shall be maintained in full force and effect for the duration of the contract and must be from a firm and in a format satisfactory to the NCDJPA. Thirty (30) days written notice of cancellation is required.

11.7.2 **INDEMNIFICATION:** The selected Proposer shall defend, indemnify, and save harmless NCDJPA, its Board of Directors, employees, officers, agents, its member and contract fire agencies from any and all claims, demands, damages, costs, expenses, judgments or liability of any nature whatsoever which may result from this contract, except for claims, demands, damages, costs, expenses, or judgments resulting solely from the active negligence or willful misconduct of NCDJPA.

11.8 NON-COLLUSION: Proposer shall not submit a proposal on behalf of or in the interest of any undisclosed person, partnership, company, association, organization, or corporation. The Proposal shall be genuine and not collusive or a sham or false proposal. Proposer shall not in any manner directly or indirectly with anyone seek to have others refrain from submitting a proposal; shall not agree, communicate or conference with anyone to fix any overhead, profit or cost element of the proposal price,

or to secure any disadvantage against NCDJPA or anyone interested in submitting a proposal in response to this request. Proposer shall not submit any false statements and shall not pay any fee to any corporation, partnership, company, association, organization or to any member or agent to effectuate a collusive or sham proposal.

The Proposer shall sign an original Non-Collusion Affidavit provided by NCDJPA.

11.9 NONDISCRIMINATION / NON-PREFERENTIAL TREATMENT: The NCDJPA Affirmative Action Plan requires contractors and employees of NCDJPA to take affirmative action to improve employment of racial and ethnic minorities in their work and services, in accordance with Executive Order 112426. The selected Proposer shall agree, and by signing and submitting a proposal for this contract does certify, to comply with mandated regulations as set forth in Executive Order 11246 (specifically as provided in Section 202 of Executive Order 112460), and to comply with all applicable federal, state, and county nondiscrimination / non-preference laws and regulations.

The NCDJPA is in agreement and dedicated to being an equal opportunity employer and does not discriminate on the basis of ancestry, age, color, disability (physical and mental, includes HIV and AIDS), genetic information, gender, gender identity, gender expression, marital status, military or veteran status, national origin, race, religion (includes religious dress and grooming, sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation, or request for FMLA.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY EACH PROPOSER OF THE MEDICAL DIRECTOR SERVICES RFP**

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

_____, being first duly sworn deposes and says that (s)he is (sole owner, a partner, president, secretary, etc.) of

_____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one to refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bids are true; and, further, that said bidder has not, directly or indirectly, submitted his/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 in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

Signed: COMPANY NAME,
 type of business/corp.

By _____
 NAME & TITLE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
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STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(SEAL)