John M. Pellegrino
Director

County of San Diego

Department of Purchasing and Contracting
5560 Overland Avenue, Suite 270, San Diego, California 92123-1204

TELEPHONE (858) 505-6367
FAX (858) 715-6452

July 31, 2013

**REQUEST FOR PROPOSAL (RFP) NUMBER 5775
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY,
PUBLIC HEALTH SERVICES, EMERGENCY MEDICAL SERVICES
PARAMEDIC AMBULANCE SERVICES FOR OCOTILLO WELLS, ANZA-BORREGO STATE PARK AND SURROUNDING DESERT COMMUNITIES**

The County of San Diego, Emergency Medical Services (EMS) branch of Public Health Services is responsible for the administration and provision of emergency medical services countywide. On July 25, 1995, the County Board of Supervisors approved the provision of Advanced Life Support (ALS), or Paramedic-level, Ambulance Services in the unincorporated areas of San Diego County inclusive of Ocotillo Wells, the Anza- Borrego State Park and surrounding desert communities.

Contractor shall provide all management, personnel, facilities, equipment, material and supplies to operate emergency ambulance services at the 9-1-1 Advanced Life Support (ALS) level within the unincorporated areas of San Diego County inclusive of Ocotillo Wells, the Anza- Borrego State Park and surrounding desert communities and provide mutual aid to adjacent areas as needed. Additionally, Contractor shall provide billing services, interface with fire department first responders and provide community education services. Contractor shall participate in service area quality assurance activities and regional quality improvement processes.

The target population for this service resides in all regions of San Diego County.

This project also supports the County's adopted Live Well, San Diego! initiative by ensuring the availability of ALS services to all residents and visitors of the unincorporated desert areas surrounding Anza-Borrego State Park. More information on the Live Well, San Diego! initiative can be located at:

http://www.sdcounty.ca.gov/hhsa/programs/sd/health_strategy_agenda/index.html.

CONTRACT PERIOD AND ANTICIPATED FUNDING

The initial contract term will be January 1, 2014 through June 30, 2017 with three one-year option years through June 30, 2020.

Anticipated Funding:

It is anticipated that the primary funding for these services will be provided through revenue collected from direct billing for transports. Based on budget justification provided in Exhibit C-1 of proposals, the County may set a monthly fixed price subsidy to offset contractor's operational costs not recouped through direct billing. The anticipated total funding to subsidize paramedic ambulance service in this area is forty-eight thousand dollars ($48,000) to one hundred thousand dollars ($100,000) per 12-month contract year.

RFP CONTENT

This RFP package includes the following:

- Cover letter to the RFP
- Cover Page (PC 600 Form): Requests necessary Offeror information and includes the Offeror's signed authorization for the proposal
- Representations and Certifications Form: Requests additional Offeror information related to 501 (c) (3) status, affirmative action and pricing
- Contract Conflict Certification Form
- RFP Terms and Conditions
- Combined Statement of Work and Submittal Requirements
- Draft Pro Forma contract, which includes:
  - Exhibit A "Statement of Work"
  - Exhibit B "Insurance and Bonding Requirements"
  - Exhibit C "Payment Schedule"
  - Exhibit C-1 "Budget" (Attached separately in Buy Net as an Excel document)

AWARD

This RFP will be a competitively negotiated procurement. The County may decide to award the contract without negotiation; therefore, Offerors are strongly encouraged to submit their **best** proposal initially. The County reserves the right to award a contract to the Offeror submitting the proposal determined to be the most advantageous to the County's best interest, price and other factors considered.

PROPOSAL DUE DATE

Submit one (1) original proposal in hard copy and on compact disc (CD), and ten (10) hard copies to the County of San Diego Department of Purchasing and Contracting at 5560 Overland Avenue, Suite 270 San Diego, CA, 92123-1204 in a sealed envelope or package prior to **3:00 PM local time on September 12, 2013**. Clearly mark the exterior of the envelope or package with "**RFP NUMBER 5775**" with the name and the address of the Offeror. If delivering your proposal on the due date, plan to arrive early as parking may be limited.

Late submissions cannot be considered unless they are the only ones received or there was mishandling on the part of County staff.

Please note: Upon completion of negotiations, the successful offeror will be required to submit one (1) original proposal for the final contract in the following format to enable accurate scanning for storage: the final proposal shall not include sections and/or documents that contain shading or are shaded, i.e. charts, tables, etc., pages with colors, colored fonts, or printed on colored paper, and documents that contain color or black and white photos.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held **Friday August 9, 2013**, at **10:00 AM,** at 5530 Overland Avenue, Room #123, San Diego, CA, 92123-1204. Although questions will be allowed at the Pre-proposal Conference, only written responses issued in an addendum through Buy Net are official for this RFP. **Please note:** Although the conference is not mandatory, attendance is **highly** recommended.

ANTICIPATED TIMELINE

Below is the County's anticipated timeline for award of this contract:

Event Description	Target Date(s)
RFP Issued	**August 2, 2013**
Pre-Proposal Conference	**August 9, 2013**
Final Deadline for questions due	**August 16, 2013**
County issues answers to all questions	**August 23, 2013**
Proposals due date	**September 13, 2013**
Source Selection Committee evaluates RFP's	**September, 2013**
Source Selection Authority Approval	**October, 2013**
Notice of Intent to Award Published	**October, 2013**
Contract Finalized	**November, 2013**
Services begin	**January 1st, 2014**

QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFP must be requested in writing and submitted by email prior to **1:00 PM on August 16, 2013. Those received after this date may not be answered at the discretion of the County.**

Questions should be submitted in writing by e-mail to: Chris.Lee@sdcounty.ca.gov with "**RFP 5775 Questions**" in the subject line.

If you have any questions or comments regarding this solicitation, please contact Chris Lee, Assistant Procurement Contracting Officer, by email at: Chris.Lee@sdcounty.ca.gov

JOHN M PELLEGRINO, Director
Department of Purchasing and Contracting

JMP: ccl

COUNTY OF SAN DIEGO REQUEST FOR PROPOSAL NUMBER 5775
THIS IS NOT AN ORDER

MAIL OR DELIVER YOUR PROPOSAL TO:
County of San Diego, Office of Purchasing and Contracting
5560 Overland Avenue, Suite 270 San Diego, CA, 92123-1204

FOR INFORMATION, PLEASE CALL
CHRIS LEE, APCO: (858) 505-6378
E-MAIL ADDRESS: Chris.Lee@sdcounty.ca.gov

Proposals shall be **received** at the above address prior to 3:00 PM local time on **September13, 2013**

REQUEST FOR PROPOSAL (RFP) NUMBER 5775
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY, PUBLIC HEALTH SERVICES, EMERGENCY MEDICAL SERVICES
PARAMEDIC AMBULANCE SERVICES FOR OCOTILLO WELLS, ANZA-BORREGO STATE PARK AND SURROUNDING DESERT COMMUNITIES

Contractor shall provide all management, personnel, facilities, equipment, material and supplies for 9-1-1 emergency Paramedic/Advanced Life Support (ALS) ambulance services within the unincorporated areas of San Diego County inclusive of Ocotillo Wells, the Anza- Borrego State Park and surrounding desert communities and provide mutual aid to adjacent areas as needed. Additionally, Contractor shall provide billing services, interface with fire department first responders and provide community education services. Contractor shall participate in service area quality assurance activities and regional quality improvement processes.

PRE-PROPOSAL CONFERENCE AND RFP QUESTIONS

Potential Offerors are encouraged to attend a pre-proposal conference on ***August 9, 2013, at 10:00 AM,*** at 5530 Overland Avenue, Room #123, San Diego, CA, 92123-1204.

Questions and requests for clarification related to definition or interpretation of this RFP shall be requested in writing prior to 1:00 p.m. on ***August 16, 2013***. An addendum will be issued in response to questions, which will only be available by downloading from Buy Net.

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

Offeror hereby acknowledges receipt the RFP 5775 and Addenda Number 1 through [ ].

OFFEROR INFORMATION:	AUTHORIZATION FOR OFFER **(Must be signed)**:
Firm Name:	
Street:	
City/State/Zip:	By:_____ Offer Date_____
	Signature
Phone No: ( ) Fax No: ( )	Name:
E-Mail Address:	Title:
Contact Person: Name: (If other than above)	Phone No: ( ) FAX: ( )
Title: E-Mail Address:	

NOTE: RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 5560 Overland Avenue, Suite 270 San Diego, CA, 92123-1204. or by downloading from the department's Web site "Buy Net" at http://buynet.sdcounty.ca.gov/. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.

SUBMIT THIS COMPLETED FORM AS THE COVER PAGE OF EACH PROPOSAL

REQUEST FOR PROPOSALS (RFP) NUMBER 5775
COUNTY OF SAN DIEGO, DEPARTMENT OF PURCHASING AND CONTRACTING
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. **NOT-FOR-PROFIT ORGANIZATIONS**
   Attach proof of status and omit Paragraph 3.

2. **INTERLOCKING DIRECTORATE**
   In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors.

3. **BUSINESS REPRESENTATION**

   3.1. **REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE**
   'Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

   This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:
   Certified Government
   Agency_____
   Certification #: _____

4. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**
   Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

   4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

   4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

   4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

   4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

   4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

   4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

   4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreements(s) and submit that list along with the proposal.

5. **CERTIFICATE OF CURRENT COST OR PRICING**
   This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. **CERTIFICATE OF INDEPENDENT PRICING**
   By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement;

   6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

   6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

   6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraph 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

NAME:_____ SIGNATURE:_____

TITLE:_____ DATE:_____

COMPANY/ORGANIZATION:_____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE PROPOSAL

County of San Diego
Department of Purchasing and Contracting
Contract Conflict Certification

THE FOLLOWING CONTRACT CONFLICT CERTIFICATION IS TO BE COMPLETED, SIGNED AND RETURNED AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER. FAILURE TO COMPLY MAY RESULT IN YOUR SUBMITTAL OR YOUR OFFER BEING REJECTED.

Please attach your disclosure(s) to this certification for the following three items. If you have no disclosures please write "NONE" above the below signature block.

1. The name, contract number, and short description of all Contracts You have or have had with the County of San Diego which involves the same or similar subject matter as is involved in this procurement.

2. The name, contract number, and short description of all Contracts that any of Your employees have or have had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.

3. The name, contract number, and short description of all Contracts that Your spouse has or has had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.

For purposes of this certification the following terms shall be defined as:
"Contracts" means any memoranda of understanding, memoranda of agreement, letter agreements, contracts, sub-contracts, consultant agreements or agreements in any form, whether written or oral.
"You" or "Your" means i) for individuals, the individual and any partnership, corporation, or limited liability partnership of which the individual is a member or shareholder, and ii) for other legal entities, the entity itself and any partnership, corporation, or limited liability partnership of which the legal entity is a member or shareholder.
I certify under penalty of perjury under the laws of the State of California that the information attached hereto and disclosed in accordance with this certification is true and correct.

Company/Organization:_____

Signature:_____ **Date:**_____

Name: _____ **Title:**_____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

SUBMIT THIS COMPLETED FORM AS PAGE THREE OF THE PROPOSAL

1 RFP PROCESS

1.1 RFP's shall normally be made available on the County of San Diego's BuyNet site. Firms may request a hard copy from Purchasing and Contracting Clerical Section.

1.2 The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the first pre-proposal conference can be found in the Cover Letter to this RFP and on the County BuyNet site.

1.3 Diligence Material, if provided, is subject to the following disclaimer: Neither the County nor any of its agents, advisors, or representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements, estimates, and projections provided by or with respect to the County. Such assumptions, statements, estimates, and projections reflect various assumptions made by the County, which assumptions may or may not prove to be correct. No representations are made by the County as to the accuracy of such assumptions, statements, estimates, or projections.

1.4 Offerors Inquiries and County Responses - All contacts from your organization related to this RFP or your Proposal must be directed in writing exclusively to the County's Contracting Officer. You should not attempt to contact any other County personnel about this RFP unless authorized by the Contracting Officer.

1.5 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions.

1.6 Proposals must be submitted by the time and Date specified in the PC Form 600 and/or the Cover Letter. Late submissions cannot be reviewed unless it is the only one received or there was mishandling on the part of County staff.

1.7 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).

1.8 The County's Contracting Officer may seek clarifications for the SSC. The Contracting Officer shall determine the appropriate means of clarification: telephonic, e-mail, letter, or oral interviews.

1.9 This RFP is a competitively negotiated procurement. The County may decide to award the contract without negotiation; therefore, Offerors are strongly encouraged to submit their best proposal initially. The County reserves the right to award contracts to the Offeror submitting the proposal determined to be the most advantageous to the County's best interest, price and other factors included.

1.10 Upon recommendation of the SSA, negotiations may be held with one or more offerors. Negotiations will be concluded with those firms remaining in the competitive range, which shall conclude with a request for best and final offer.

1.11 The County of San Diego, Contracting Officer will notify all Offerors and post a Notice of Intent to Award for five workdays after receipt and approval of the Source Selection Authority(s) recommendation to award.

1.12 The Department of Purchasing and Contracting will notify all Offerors of the status of each Proposal, prior to posting the Notice of Intent to Award.

2 SUBMISSION OF PROPOSAL

2.1 RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 5560 Overland Avenue, Suite 270 San Diego, CA, 92123-1204 or by downloading from the department's Web site "BuyNet" at **http://buynet.sdcounty.ca.gov/**. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.

2.2 It is understood and agreed upon by the Offeror in submitting a Proposal that the County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number

received; competitive technical information; competitive price information; and the County evaluation concerns about competing Proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.

2.3 Offerors shall submit an original prior to the date and time specified. In addition the offeror may be requested to submit additional copies, these copies should be submitted along with the original. Failure to submit the required number of copies may result in finding of non-conformance. Originals should be clearly marked.

2.4 Unless otherwise specified proposals shall be on 8-1/2" x 11" white bond paper with no less than 3/4" margins and in a font no less than Times New Roman eleven (11) point font. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy is securely fastened and original and all copies are submitted in a sealed envelope or box with the RFP number and the name and address of the Offeror on the outside of the package/container. Note: There does not need to be a separate envelope or package for each of the copies.

2.5 Unless other specified the Proposal shall conform to the following format:

2.5.1 A completed and signed PC 600 Form shall be submitted as the cover of your proposal.

2.5.2 A completed and signed Representations and Certifications form shall be submitted as the second page of your Proposal.

2.5.3 A completed and signed Contract Conflict Certification form shall be submitted as the third page of your Proposal.

2.5.4 A table of contents listing, by page number, and all other contents of the Proposal shall be submitted after the Contract Conflict Certification form.

2.5.5 The proposal shall be in the required format with all forms, responses and attachments sequentially numbered to correspond to the applicable question or requirement.

2.5.6 Each Proposal shall be typed and be concise but comprehensive. Proposal shall not include promotional material. Proposal shall be in accordance with the requirements discussed herein.

2.5.7 All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers, email addresses and names of contacts provided in the Proposal.

2.5.8 Original proposal, both hard copy and electronic, shall be in black ink on white paper with no shading. Copies are not limited to black and white, like the original, but may make use of color and shading such as color paper, shaded graphs and tables, and color fonts.

2.5.9 Reserved (Confidential/Proprietary Materials)

3 EVALUATION AND SELECTION

3.1 Proposals will be evaluated based upon the information provided in response to the RFP "Evaluation and Submittal Requirements" and other information known to the County. This information may be provided by written material, electronic means, or oral presentations.

3.2 The County reserves the right to request clarification and/or request additional information from Offerors if necessary. Such clarifications and/or additional information shall be submitted by the Offerors as an Addendum to the Proposal upon request of the Contracting Officer. However, since no additional input may be requested, Offerors are advised to submit complete information in the Proposal.

3.3 The "Evaluation and Submittal Requirements" may authorize the use of Presentations and/or interviews as a method of presenting the Offeror proposal or obtaining additional information. The Source Selection Committee (SSC) may invite competitive Offerors to make a presentation to, or participate in interviews with the County at a

date, time and location determined by the County. The purpose of such presentations or interviews would be to allow the Offerors to present their proposed solutions to the County and for the SSC to obtain additional information; the key points in the Proposals will be evaluated by the SSC.

3.4 The evaluation to determine the competitive range shall use the non-exclusive list of criteria contain in "Evaluation and Submittal Requirements."

3.5 The overall total cost to the County will be considered in evaluation. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The degree of importance will increase with the degree of quality of the proposals with respect to the other evaluation factors.

3.6 It is in the best interest of the County to have a contract portfolio that is not too heavily dependent upon one or a few contractors. Maintaining a balanced portfolio will be considered in the evaluation process. The degree of importance of this factor will increase along with the number of contracts an Offeror has or proposes to have with the County.

3.7 The County has an interest in a competitive contractor environment. This means that it is to the County's advantage to have multiple contractors within the County that are qualified and willing to provide the services sought. To insure a continuing competitive environment, the County will take into consideration the number of existing contracts and proposed contracts a particular contractor entity has or may have with the County when evaluating the proposals. The degree of importance of this factor will increase along with the number of contracts an Offeror has or proposes to have with the County.

3.8 The Source Selection Authority may, at its sole discretion, authorize the Contracting Officer to enter into negotiations with any Offerors found to be in the competitive range.

3.9 Best and Final Offer request will be issued at the conclusion of negotiations and may contain additional selection discriminators. The Source Selection Committee shall review best and final Offer responses and make an award recommendation to the SSA.

3.10 Upon Posting of the Notice of Intent to Award, the Contracting Officer will enter into contract finalization negotiations and upon the successful completion, award an Agreement with the Offeror who's Proposal has been ranked first by the County on the basis of best value to the County.

4 **SIGNATURE.** All Proposals shall be signed by an authorized officer or employee of the submitting organization. The title of the authorized officer or employee, the name, e-mail, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.

5 **COST COMPARISONS.** The County Charter requires a finding of economy and efficiency prior to award of contracts for service that can be performed by persons employed in the Classified Service to an independent contractor. It is the intent, subject to a finding of economy and efficiency, to contract for these services. The cost comparison is subject to review and approval by the Chief Administrative Officer.

6 **PROPRIETARY INFORMATION.** All proposals become the property of the County of San Diego unless return is specifically requested as specified in Paragraph 10.3. The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the County if litigation results.

7 **INTERLOCKING DIRECTORATE.** In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in Paragraph 1on the Representations and Certifications form, the Offeror is required to identify as per Paragraph 2 on the Representations and Certifications form any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this bid or proposal, Offeror certifies he will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on

the Representations and Certifications form, and any resulting contract must be approved by the Board of Supervisor.

8 **UNNECESSARILY ELABORATE INFORMATION.** Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective Proposal are neither necessary nor desired.

9 **COUNTY COMMITMENT**

9.1 County shall have the right to reject or accept any Proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.

9.2 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.

9.3 The County reserves the right to accept or reject any or all proposals received as a result of this solicitation, or to negotiate with any qualified source, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County.

9.4 The County reserves the right to terminate this RFP at any time prior to contract execution.

9.5 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

10 **LATE, MODIFIED, OR WITHDRAWN PROPOSAL**

10.1 Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and

10.1.1 It was sent by mail, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the County; or

10.1.2 It is the only Proposal received.

10.2 Any modification of a Proposal, except a modification resulting from the Contracting Officer's request for "best and final offer," is subject to the same conditions as the initial submission.

10.3 Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all Proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by an Offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the Proposal prior the posting of Notice of Intent to Award a contract.

11 **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.

12 **KNOWLEDGE OF RFP AND PROPOSAL CONDITIONS** Before submitting a Proposal, Offerors shall carefully read all sections of this RFP, including all forms, schedules and exhibits, and shall fully inform themselves as to all existing conditions and limitations.

13 **DUTY TO INQUIRE** Should an Offeror find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the

Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

14 **EXPLANATION TO PROPOSERS** Any explanation desired by an Offeror regarding the meaning or interpretation of the Proposal must be directed in writing exclusively to the County's Contracting Officer. The preferred method of delivering written questions is by e-mail or by an internationally recognized courier to the address listed in the Cover Letter. Telephone calls will not be accepted. In no event will the County be responsible for ensuring that prospective Offerors' inquiries have been received by the County. You should not attempt to contact any other County personnel about this RFP solicitation. Oral explanations or instructions will not be binding. Any explanation concerning a solicitation will be provided to all prospective Offerors through posting on BuyNet in the form of an addendum to the solicitation. No response will be provided to questions received after the date stated in the Cover Letter.

15 **PROTEST PROCEDURE** County policy A-97 requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place.

All protests shall be made in writing, and shall be filed with the Contracting Office identified in the solicitation package. A protest shall be filed on the earliest of the following dates: (i) within five business days after a notice of

Intent to Award the contract has been posted in a public place in the County's Contracting Office or County Internet website, (ii) within five business days after the County provides notification that the proposal is no longer under consideration, or (iii) by noon on the day before the Board of Supervisors is scheduled to consider the matter.

Copies of the Board Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at http://www.sdcounty.ca.gov/ under the Clerk of the Board's page.

16 **DEBRIEF AND REVIEW OF CONTRACT FILES** When an Offeror has been notified by the Contracting Officer, that the proposal is no longer being considered for award, the Offeror may request a "debriefing" from the Contracting Officer on the findings about that one proposal (with no comparative information about proposals submitted by others).

After contract award, any interested party may make an appointment to review the files to look at all Proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by the reviewer will be prepared and sold to the requestor at current County prices for such information.

17 **NEWS RELEASES** Offerors shall not issue any news release pertaining to this RFP without prior written approval of the County's Contracting Officer, which may be withheld in such Officer's sole discretion. A minimum of two- (2) business day's notice is required for approval.

18 **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).

19 **EMPLOYMENT OFFERORS** Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

20 **TIMING AND SEQUENCE** of events resulting from this RFP shall ultimately be determined by the County.

21 **CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662** In compliance with California Revenue and Taxation code section 18662, if you are a non-resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax

Board website listed below).

Under certain circumstances, you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.
Franchise Tax Board Websites:

http://www.ftb.ca.gov

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (619) 531-5417 or mail originals to: County of San Diego, 1600 Pacific Hwy, Room 061, San Diego, CA 92101. The P.O. Number or Contract Number (if available) and "California Revenue and Taxation Code Section 18662" must appear on fax cover sheet and/or the outside of the mailing envelope.

22 **W-9 FORM** If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

(Remainder of this page left blank)

A. Scope of Work

Contractor shall provide all management, personnel, facilities, equipment, material and supplies to operate emergency ambulance services at the 9-1-1 Advanced Life Support (ALS) level within the unincorporated areas of San Diego County inclusive of Ocotillo Wells, the Anza- Borrego State Park and surrounding desert communities and provide mutual aid to adjacent areas as needed. Additionally, Contractor shall provide billing services, interface with fire department first responders and provide community education services. Contractor shall participate in service area quality assurance activities and regional quality improvement processes.

B. Background/Description

"A county that is healthy, safe and thriving" is the vision that guides the County of San Diego. In 2010, the County announced a new innovative health strategy to ensure the health and safety of citizens. This program supports the Safe Communities component of the "Live Well, San Diego!" initiative by ensuring the availability of paramedic ambulance services to the residents and visitors of the Anza- Borrego State Park and surrounding desert area.

On July 25, 1995 the San Diego County Board of Supervisors approved the emergency medical service agreement for the provision of ALS ambulance services to the unincorporated areas of San Diego County inclusive of Ocotillo Wells, the Anza- Borrego State Park and surrounding desert communities as illustrated in Attachment No.1 – Service Area Map. The County, Emergency Medical Services (EMS) Branch, has the responsibility for the administration and provision of emergency medical services countywide.

The region is approximately 71 square miles, and is inhabited by approximately 1,651 residents based on the latest information from San Diego Association of Governments (SANDAG). Additionally there is considerable influx of non-residents into the desert service area, who participate in, or travel to activities offered in the area (e. g. Anza-Borrego State Park, vacation/sporting opportunities available in the area).

The service area presents certain challenges including many areas that can only be accessed via winding mountain roads, or areas that are not well mapped. The mountainous terrain also poses additional hazards during times of foggy or freezing weather. Air Medical Services, via ALS rotorcraft, are available in the region, but cannot always be relied upon due to constraints from occasional weather conditions that preclude their use.

The Anza-Borrego State Park and surrounding desert areas generate an average of approximately 122 transports per year, or about 10.2 calls per month. The table below displays actual transport statistics for the past three complete fiscal years.

Total Monthly Transports per Fiscal Year

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	**TOTAL**
FY 12/13	2	3	3	8	5	25	17	11	26	15	12	10	**137**
FY 11/12	3	5	3	11	17	12	17	15	11	6	2	3	**105**
FY 10/11	3	3	4	15	24	9	12	9	11	15	10	4	**119**

FY 09/10	3	1	1	14	27	13	12	16	15	14	9	3	**128**

C. Definitions

1.1. **Ambulance** shall mean a motor vehicle arranged and equipped according to California Highway Patrol, and County of San Diego EMS policies and specifications in accordance with the San Diego County Ambulance Ordinance.

1.2. **Advanced EMT** means a California certified EMT with additional training in limited advanced life support according to the standards prescribed by the California Code of Regulations (CCR), Title 22, Division 9, Chapter 3 and Health and Safety Code Section 1797.82, and who has been issued a valid Advanced EMT wallet-sized certificate card pursuant to these sections.

1.3. **Advanced Life Support** means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital. (Health and Safety Code, Division 2.5, Section 1797.52)

1.4. **Basic Life Support** means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available. (Health and Safety Code, Division 2.5, Section 1797.60)

1.5. **Chute Time** is measured from the time the dispatch agency assigns the call until the unit notifies dispatch that they are enroute. If the response unit is out of the station and in the field, the chute time is measured from the time dispatch is completed to the time the unit acknowledges the response to dispatch. The chute time should be no longer than one (1) minute during the day and two (2) minutes at night.

1.6. **Compatible,** in the context of patient care equipment shall mean that the patient care equipment can be used interchangeably by the transport provider and the non-transport ALS First Responder agencies (e. g. EKG monitor cables).

1.7. **CAD** shall mean Computer Aided Dispatch system.

1.8. **Emergency Medical Technician or EMT** means an individual trained in all facets of basic life support according to standards prescribed by the Health and Safety code and who has a valid certificate issued pursuant to Division 2.5 of the Health and Safety Code. (Health and Safety Code, Division 2.5, Section 1797.80)

1.9. **Paramedic** means an individual whose scope of practice to provide advanced life support is according to standards prescribed by this division and who has a valid certificate issued pursuant to this division. (Health and Safety Code, Division 2.5, Section 1797.84)

1.10. **Response Time** is calculated from the time that a dispatch is completed until the time the ambulance first arrives at the scene and notifies dispatch of arrival.

D. Proposal Submittal and Evaluation Instructions

Instructions and Submittal requirements are indicated by bolded text below. The contract Statement of Work is indicated by un-bolded text below. **All responses shall be inserted in this document (titled "COMBINED STATEMENT OF WORK WITH RFP SUBMITTAL REQUIREMENTS") in the applicable section specified below (Sections 1 through 10). Per the instructions, responses shall be inserted underneath the bolded text, and, when addressing sections in** un-bolded text, **the response shall be inserted directly beneath the section number of the** un-bolded text **to which the response is addressed.**

The proposal must be printed on white paper in a font no smaller than Times New Roman 11 point and margins must be no smaller than .75" (3/4 of an inch).

The proposal should give clear, concise information in sufficient detail and presented in the order listed below. There is no page limit unless noted in the instructions for a specific section and all requirements are necessary for evaluation. Each of the three categories below will be equally weighted in the evaluation process.

- **Experience Requirements: Section 1. Experience, Proposed Organization, Management and Staffing**
- **Program Requirements: Section 2. Program Description through Section 8. Automation which includes all Statement of Work requirements**
- **Financial & Contractual Requirements: Section 9. Fiscal and Section 10. Pro Forma Contract Acceptance/Clause Exception(s) Statement**

An Offeror must, therefore, be acceptable in all areas to be eligible for award of a contract. The expectation is those proposals in the competitive range and considered for contract award shall exceed the minimum requirements.

Attachments shall be sequentially numbered to correspond to the applicable question or requirement. Required hard copy submittals in Section 1-10 shall be attached to the end of this document. Attachment page limits do not apply to required documents. All other responses to Section 1-10 shall be inserted in this document.

To assist in clearly describing how the work specified in the Submittal Requirements will be accomplished, samples, literature, program descriptions appendices such as flow charts, tables, graphic aids and other materials supporting the program description may be submitted as appendices to the proposal. Appendices must be limited to a maximum ten (10) pages and all appendices must be in (a) separately bound volume. It is good practice, if the Offeror chooses to

provide the extra volume, to include information in the Offeror's proposal that tells the evaluators what items to look for in the appendices and the purpose for each particular inclusion. Offerors are cautioned that evaluations may be made solely on the information provided in the proposal and without review of the appendices.

Submit an original in hard copy and ten (10) copies of each proposal prior to the date and time specified in the cover letter and PC600 form. Also submit one (1) CD in Microsoft Word format containing the Offeror's proposal.

In the event that any documentation contained in the CD conflicts with any documentation in the original hard copy submitted, precedence shall be: First (1st) the original hard copy: Second (2nd) the CD.

1. **Experience, Proposed Organization, Management and Staffing**

1.1. **Offeror's Resume: Provide a resume of the Offeror's experience within the last five (5) years in providing management, personnel, facilities, equipment, materials, and supplies for Advanced Life Support (ALS) Ambulance services as described in Section A, Scope of Work, or comparable programs within the five year timeframe. Provide the dates in which Offeror has operated each service; the organization's name, address, phone number, e-mail address, director and contact person(s); agency for which the service(s) operated, contract persons for each, their phone numbers and e-mail addresses. Include, the average annual number of ALS calls responded to and the program's annual operational costs. Include Offeror's knowledge and experience in the following areas:**

1.1.1. **Providing Advanced Life Support (ALS) Paramedic service in a comparable service area with similar population, environmental and geographical conditions.**

1.1.2. **Managing a quality improvement process for an ALS service.**

1.1.3. **Providing continuing education to a large workforce.**

1.1.4. **Working positively in partnership with fire agencies who are ALS First Responders.**

1.1.5. **Working positively in partnership with a Base Hospital.**

1.1.6. **Working positively with patients and members of the public.**

1.1.7. **Creating positive relationships with a community advisory board.**

1.1.8. **Providing evidence of a current workforce (paramedics and EMT's) capable of managing the call volume of the area at least at the present configuration of the current ambulance service.**

1.1.9. **Provide evidence of a current administrative workforce capable of program development to at least the existing level of service.**

1.1.10. **Provide evidence of ability to interface with a dispatch service.**

1.2. **Proposed Organizational Charts and Staffing**

1.2.1. **Organization Chart: Provide an organizational chart that describes the Offeror's overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs and sections. Indicate the lines of organizational management, authority, and responsibility.**

1.2.2. **Staffing Chart: Provide a staffing chart that describes the Offeror's proposed program and identifies program staff positions (by name and title, if known) and reporting responsibility. Offeror may combine both the organizational and staffing charts, as long as all of the requested information is presented.**

1.2.3. **Job Descriptions: Provide a job description for all staff positions in the Program (including all administrative, support and direct service staff) by 1) position title and requirements which may include linguistic and cultural skills, education, experience, and certifications; 2) position description including range of authorities, reporting responsibilities and title of supervisor and duties; 3) Hourly and annual salary range and benefits. 4) And, if not a full-time position, identify the portion of a full-time position, such as 0.75, 0.5, etc. Include volunteer and other non-paid positions.**

1.2.4. **Staff Resumes: Provide brief resumes for all administrative and program staff who are currently employed by the Offeror or who the Offeror plans to employ to fill positions in the staffing schedule to accomplish the requirements of this procurement. Include the proposed position title from the staffing schedule on each resume. Resumes should provide sufficient information to determine that the person is qualified for his/her assigned position, including history of relevant education and experience. Include a dated letter signed by the prospective employee(s), if not now on staff, indicating the person's commitment to accept employment if a contract is awarded to the Offeror's organization. Letters of commitment shall be the page following the last page of the person's resume. DO NOT INCLUDE SOCIAL SECURITY NUMBERS, HOME ADDRESS, PHONE NUMBERS ETC.**

1.2.5. **Bilingual Capability: Identify specific program staff able to provide bilingual/bicultural services to individuals who prefer to communicate in Spanish or other common non-English languages spoken in San Diego County. If this capability does not currently exist within the program, refer to the appropriate job description that will ensure this capability, or describe alternate methods to ensure that language appropriate services are available.**

1.3. **County of San Diego Contracts: List all County contracts Offeror has had in the last five (5) years. If Offeror has an extensive list of contracts, then list no more than ten (10) contracts, beginning with the most recent, and ending with the oldest of those selected. Please include information pertaining to State, federal, private foundation and/or any other contracts for the same or similar service. If Offeror has not had any County contracts, list any relevant contracts for the same or similar types of services in size and scope. Information should include type of contracted services, length of contract,**

performance outcomes, and compliance issues. County staff will verify contract information.

1.4. **Subcontracts, Memorandum of Agreement (MOA), Memorandum of Understanding (MOU): If subcontractors, MOAs, MOUs, or other formal or informal agreements (including volunteer services), or other organizations are proposed to be used to meet specific program requirements, provide the following information:**

1.4.1. **Fully identify the types of agreements and organizations and describe, in accordance with the appropriate experience requirements specified above, the experience of each subcontractor or other organization in meeting the specific program requirements.**

1.4.2. **Describe the specific program requirements for which the subcontractor(s) shall be responsible, and how the requirements will be monitored by the Offeror.**

1.4.3. **Specify whether or not the subcontractor or other organization has committed to the contract or agreement.**

1.4.4. **If the subcontractor(s) or other organization(s) are unknown at the time of proposal submission, explain how these organizations will be solicited and selected. Provide a draft schedule for soliciting, selecting and subcontracting the organizations.**

1.5. **Litigation: Provide a description of any active litigation and their resolution in the past five (5) years related to the contractor's performance. Provide a copy of a letter from the Offeror's attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent year (if applicable). IF THERE ARE NONE, PLEASE STATE SUCH IN THE SUBMITTAL RESPONSE.**

1.6. **References: Provide a minimum of three (3) business references for the Offeror's most relevant projects or programs within the past five (5) years. County staff will verify the information provided. Each reference should be summarized in no more than one (1) page and should include the following:**

1.6.1. **Reference organization's name and purpose.**

1.6.2. **Reference organization's address, phone numbers, and email.**

1.6.3. **Contact persons representing the reference organization, title, phone, and email address. The referenced contact persons must be familiar with the Offeror and the Offeror's relevant experience and performance.**

1.6.4. **Brief statement of the person's or organization's relationship to the Offeror and the period of the relationship.**

1.6.5. **A summary narrative to include: applicable work provided, fee and contract term for the work, if the program's service was completed within the original contract fee and term (explain reasons for any fee increase and delays), problems encountered, and resolutions; contract objectives and results. Explain how the experience gained could be beneficially applied to this project.**

1.6.6. **If previous work was not similar, list three (3) references who can attest to the Offeror's competency.**

1.7. **Please explain if Offeror or any of its officers are presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body as certified in Paragraph 4.5 of the Representations and Certifications form.**

2. Program Design and Services Description

Provide a detailed description for the proposed service, in a maximum of twenty-five (25) pages for Sections 2 through 8. The description should outline *how* the Offeror will perform the requirements of the Statement of Work (SOW) described in Sections 3-8 within the proposed services and clearly explain *how* the SOW requirements will be met. (When evaluating the proposals, Source Selection Committee (SSC) members do not have any obligation to read past the maximum page limit listed above.) Focus on the methods and procedures that the Offeror will use to meet the key requirements specified in SOW sections. Descriptions for each work component should be in the same sequential order as listed below: label each description with the appropriate section number. Samples and other materials supporting the service description or other parts of the proposal may be submitted as appendices. All of these must be in a separately bound volume(s) and should be cross-referenced in the proposal. For the sections listed below, provide specific details, methods and procedures to be used to implement these key service requirements. Descriptions for each component shall be inserted after each numbered item.

2.1. **Overview of Service Delivery Model: Provide an overview that outlines the Offeror's proposal to meet the Section A - Scope of Work providing 24 hour, 7 days a week coverage to the service area.**

2.2. **Facilities and Resource Location: Describe the Offeror's plan for locating primary ambulance units and providing appropriate facility(ies) for the proposed program to meet service requirements within the boundaries of the service area. Include a proposed schedule and facility(ies) information including size (square footage); location, including street address and; physical environment, including office space, parking availability, separate building and/or office complex.**

2.3. **Implementation Plan: Provide an action plan for program implementation. Include a chart, with start dates and completion dates for all the actions leading up to a fully functioning program. The chart should show actions required, strategies employed, responsibilities, and milestones (significant actions and dates in the implementation) with dates in days and weeks beginning with Offeror receiving notice of award of the contract. County plans to award a contract for services to start on or before January 1, 2014.**

2.4. **Performance Management Process - Describe the internal performance management process the organization will use to ensure that program performance standards and outcomes are achieved.**

3. Goals and Outcomes

Describe the methods and strategies the Offeror proposes to employ to meet or exceed each of the following goals and objectives. Provide a complete and concise narrative of the activities that will be implemented or policies and procedures in place to meet requirements of sections 3.1, 3.2.1, 3.2.3 and all of 3.3.

3.1. Goal: Contractor shall provide ALS ambulance service to the area 24 hours per day seven days per week.

3.2. Outcome Objectives: Contractor shall achieve the following outcome objectives:

3.2.1. Contractor shall respond to all calls for medical aid dispatched within all areas of the service area, and shall meet the community standard for response time within the County. The standard for rural areas is a maximum response time of 30 minutes 0 seconds for 90% of all medical aid calls dispatched.

3.2.2. Exemptions from the standard described in paragraph 3.2.1 above, may be available for the following circumstances.

3.2.2.1. If a call for medical aid is downgraded from a Code 3 response, the response time standards shall not apply.

3.2.2.2. Mutual Aid calls require the contractor's best efforts for appropriate response.

3.2.2.3. Any unusual circumstances beyond the Contractor's control, including weather conditions, including heavy rain or fog, or disasters.

3.2.2.4. Second arriving unit or more to a single incident.

3.2.2.5. Train or Trolley.

3.2.2.6. Unannounced road closures.

3.2.2.7. Fire Responses.

3.2.2.8. Traffic due to the incident

3.2.2.9. Gated Community, if gate is not operable or no access.

3.2.2.10. Dispatch agency errors.

3.2.2.11. Incorrect or inaccurate dispatch information received from the calling party or 9-1-1 public safety answering point.

3.2.2.12. Unavoidable delays caused by traffic congestion where no other alternate route is available, or as a result of a vehicle accident to which the responding units have no alternate access.

3.2.2.13. Other circumstances identified and agreed to by Contractor, County Administrator, and appropriate Operations Chief(s).

3.3. Process Objectives: Contractor shall achieve the following process objectives per contract term:

3.3.1. Minimum service level shall be the equivalent of one (1) ALS unit ready at all times to perform service in the defined area.

3.3.2. Units shall be staffed by at least one (1) licensed Paramedic accredited to practice in San Diego County and one (1) Emergency Medical Technician.

3.3.3. Units must be ready within 30 minutes of scheduled shift changes. Units not ready within 30 minutes of scheduled shift change, or at any time, will constitute a violation of this requirement.

3.3.3.1. If Contractor's unit is not ready due to delay in the scheduled shift change, and the ALS First Responder agency in the area must send additional resources to the scene, that additional cost shall be reimbursed by Contractor to the responding agency.

3.3.4. Minimum of one ambulance unit shall remain fully stocked and equipped as an ALS unit to serve as a reserve unit when a primary unit requires normal maintenance or unscheduled repairs. This unit shall be made available to area first responders to serve as a backup unit when an emergency exists such that a second vehicle is necessary for the transport of patients, and it shall be stationed at the ambulance post located in or near the service area.

4. General Requirements for Service Delivery

Offeror will comply with the following general requirements. Unless otherwise noted by inserting explanatory language following the applicable subsection, Offeror agrees to all conditions of Section 4.

4.1. The clinical requirements governing this Contract are those specified in State and County rules, regulations, policies, procedures and protocols, relating to the operation of ALS Ambulances.

4.2. Contractor units shall be in compliance with all the requirements of the California Highway Patrol, and each vehicle shall be properly licensed and insured as required by the Department of Motor Vehicles.

4.3. Contractor shall be authorized and permitted according to San Diego County Ambulance Ordinance to provide Advanced Life Support (ALS) services in San Diego County and in all relevant municipal and State jurisdictions.

4.4. Contractor shall provide all resources necessary to accomplish the work requirements of this agreement, and shall be responsible for all maintenance, repairs and replacement of those resources.

4.5. Contractor shall provide sufficient unit security, safety and housing such that supplies and equipment are secured and controlled pharmaceuticals are double locked.

4.6. Contractor shall obtain prior approval from County for any public information materials and material content used by the contractor relating to these services.

4.7. Contractor shall notify the County within 24 hours of any changes in management that may affect the Contractor's ability to comply with the statement of work.

5. <u>Specific Requirements for Service Delivery</u>

Provide a detailed description of *how* Offeror will comply with the Specific Requirements for Service Delivery. Please organize response as follows: 5.1 Equipment and Supplies and subsections, 5.2 Staffing Requirements and subsections...through 5.6 Mutual Aid. Unless otherwise noted by inserting explanatory language following the applicable subsection, Offeror agrees to all conditions of Section 5.

5.1. Equipment and Supplies:

5.1.1. Ambulances/Emergency Vehicles:

5.1.1.1. Contractor shall provide and utilize Type III modular style ambulances.

5.1.1.2. Contractor shall provide for daily maintenance of the ambulance vehicles. Daily maintenance shall include, but not be limited to: checks of tire pressure and condition, coolant, oil and fuel levels, electrical system condition.

5.1.1.3. Contractor shall use an automated or manual maintenance record keeping system. The records shall be available to the County of San Diego for analysis and inspection and shall identify routine maintenance of both primary and backup vehicles.

5.1.1.4. Contractor shall provide and maintain in working order, Mobile Data Computers (MDC) in all transport ambulances primarily assigned to the service area. MDC's shall be compatible with the Global Information System (GIS)/Mapping and incident notification system that is used by the recognized dispatch center selected for this contract.

5.1.1.5. Contractor shall provide Global Positioning System (GPS) route navigation for each ambulance within 1 year of contract execution date.

5.1.1.6. The County will supply portable and mobile RCS (Regional Communication System) radios for the Anza-Borrego State Park and Surrounding Desert Area ambulances and pay the associated monthly RCS subscriber fee. Contractor is responsible for any additional portable and mobile radios for each ambulance.

5.1.2. Contractor shall use best efforts to use the same or compatible patient care equipment as standardized ALS First Responder agency equipment including EKG monitors and CPR assist devices.

5.1.3. Contractor shall provide uniforms and safety equipment for all employees, which shall include appropriate personal protective equipment; turnouts; flash gear; gloves and helmets.

5.1.4. Contractor shall replace all non-narcotic medications and medical supplies utilized by the ALS first responder units for the care of the patient(s). Supplies shall be replaced on a

one for one basis and occur at the time of the call if it does not delay patient transport. Should the immediate need to transport a patient necessitate a delay in the replacement of supplies on scene, replacement to the first responder unit shall occur as soon after the call is completed as possible. A written policy describing this process shall be established by Contractor and approved by County within thirty (30) days of contract execution.

5.1.5. Contractor shall provide a monthly report to the County for any ambulance(s) that were pulled from service to include the reason, the date and the amount of time out of service.

5.2. Staffing Requirements

5.2.1. All of Contractor's Paramedic staff shall hold a current, valid California Paramedic license, and be appropriately accredited to practice as a Paramedic in San Diego County. Each EMT shall be appropriately certified in the State of California.

5.2.1.1. Contractor shall ensure that all employees adhere to the operational protocols and procedures established by the County.

5.2.1.2. Contractor shall ensure that its employees are provided access to a complete set of operational policies and procedures outlining the standards adopted by the Contractor, and setting forth policies and procedures specific to the Contractor's operation. Contractor shall provide a complete set of these policies and procedures and any updates as they occur to the County.

5.2.1.3. Contractor shall employ and retain sufficient numbers of experienced employees with expertise to operate units at the required service levels. Contractor shall immediately notify the County, whenever any condition exists which adversely affects the contractor's ability to meet the required service levels.

5.2.1.4. Contractor shall ensure that all employees meet all continuing education, recertification, re-licensure and accreditation requirements established by the State of California and the County same as above.

5.2.1.5. Contractor shall not schedule any EMT or Paramedic to work continuously more than 48 hours within any 60-hour period.

5.2.1.6. Contractor personnel shall exhibit professional and courteous conduct at all times.

5.2.2. Contractor shall ensure that at a minimum, management and supervisory personnel attend appropriate Base Hospital meetings, quality assurance forums and other ancillary meetings required by the County (i.e. quarterly base meetings, County Paramedic Agency Committee, San Diego Fire Chief's EMS Section and Protocol change task force).

5.2.3. Contractor shall designate an on-site Program Manager to serve as a liaison person between County of San Diego, EMS and the first responder agencies within the service area and the Contractor. The person selected as the Program Manager shall have

evidence of prehospital care practice, with a minimum of three (3) years experience as an EMT, a Paramedic or an EMS Manager.

5.2.3.1. The Program Manager shall have working knowledge of the entire operation, and be responsible for the day-to-day operations. He/she may perform information gathering and review, as well as generate required reports and analysis.

5.2.3.2. The Program Manager shall serve as liaison person between the Contractor, County EMS, and the first responder agencies within the service area.

5.2.3.3. The Program Manager shall represent the Contractor to the local constituency and other public service agencies and have the full authority to speak and act on behalf of the Contractor. Program Manager may be requested to participate in various planning groups.

5.3. Billing Services

5.3.1. Contractor shall operate or subcontract for a billing and accounts receivable system for billing of services provided under this contract. These services shall be well documented, and records shall be available for inspection and audit.

5.3.2. Contractor's records shall link payments to the calendar month from which the receivable was accrued and be included in the monthly report described in Section 9.3.

5.3.3. Contractor shall bill and collect for ALS transports in accordance with a fee schedule that is comparable to the usual and customary for such services in the region.

5.3.4. Contractor shall retain all revenues derived from the billing of services provided within the service area.

5.4. Community and Public Education

5.4.1. Contractor shall maintain a community and public education program directed to the residents of the service area. The purpose of the community and public education component is to foster good will and cooperation between the Contractor and the community at large.

5.4.2. Contractor shall submit an annual report on community and public education activities conducted during the fiscal year to the County within sixty (60) days of the fiscal year end.

5.4.3. Contractor shall respond to requests, when possible, to visibly station the ambulance at or near community events.

5.5. Training

5.5.1. Contractor shall maintain a comprehensive, ongoing, driver-training program as well as mapping training for its staff who work in the area.

5.5.2. Contractor shall participate in ongoing disaster and medical operations training with area first responders. The training program, number of instruction hours, and the training program's system for integration into the Contractor's operation will be reviewed and is subject to the County's approval on an annual basis.

5.5.3. Contractor shall provide ongoing education activities for local area first responders designed to upgrade or maintain first responder skills and provide smooth transition of care from first responders to transporting agency personnel.

5.5.4. Continuing Education Courses: Contractor shall provide continuing education courses (a minimum of 48 hours every two years) to the local area ALS First Responder paramedics.

5.6. Mutual Aid. Contractor shall assist the County in maintaining or establishing mutual aid agreements with neighboring BLS or ALS providers and jurisdictions.

6. Quality Assurance Plan

Provide a proposed Quality Assurance (QA) Plan that supports the program and describes how the Offeror will meet the QA requirements detailed below. Describe how the proposed plan will address a comprehensive quality assurance program capable of monitoring its performance including staff responsible for developing/maintaining the program. Describe how the Offeror's quality assurance program will identify and respond to problems. Provide detail on how the quality assurance program will be incorporated in Offeror's policies and procedures and will involve designation of a staff person responsible for oversight. Unless otherwise noted by inserting explanatory language following the applicable subsection, Offeror agrees to all conditions of Section 6. The QA/QI plan should include at a minimum, the following:

6.1. Contractor shall develop and submit to the County, a written Quality Assurance/Quality Improvement (QA/QI) Plan thirty (30) days after contract execution and thirty (30) days after each annual contract renewal date thereafter per County of San Diego Emergency Medical Services Policy S-004. The QA/QI plan shall describe the process for continually assessing the Contractor's effectiveness in accomplishing the goals and objectives for this program in collaboration with the assigned Base Hospital. The program shall include written policies and procedures for an internal QA/QI Committee, a mechanism and timeline for obtaining client feedback (if applicable), identification of the QA/QI program structure, process, desired outcome, and documentation of activities.

6.1.1. QA/QI Committee: The QA/QI Committee shall develop, review, and revise the QA Plan on an annual basis. In addition, the QA/QI Committee shall continually assess and make recommendations regarding the improvement of program services. The committee shall, at a minimum, be responsible for developing plans of corrective action for identified program deficiencies, discussing and acting upon process and outcome data results, and results from client feedback. This requirement can be met through collaboration with assigned Base Hospital.

6.1.2. Contractor shall maintain a comprehensive ALS QA/QI Program designed to identify potential or existing clinical, operational, or equipment problems and shall participate in the EMS System Quality Improvement Program. The components of this program shall include: regular evaluation of patient care activities, review of operational, administrative and procedural activities of the system, accurate determination of training needs of individuals and the system as a whole; and identification and reporting of significant patient care issues to the base hospital and/or the EMS Medical Director.

6.1.3. Program Staff: The QA/QI Plan shall describe the process for developing, training and monitoring staff performance. The QA/QI plan shall specify that staff shall be evaluated annually.

6.1.3.1. Contractor shall develop a plan of corrective action to address process and outcome measures that are below expectations of this contract.

6.1.4. QA/QI Summary Report: The QA plan shall include the requirement for one (1) annual narrative report. The Summary Report is due to the County on August 1st of each contract year. The Summary Report shall address the following:

6.1.4.1. Areas of concern identified by the QA Committee

6.1.4.2. Program performance

6.1.4.3. Results of process and outcome measurement

6.1.4.4. Data collected from client feedback, and

6.1.4.5. Results of plan of corrective action

7. Data Collection and Reporting Requirements

Describe the methodology for Contractor staff to collect and submit all required reports listed below within required timeframes. Describe the process and the staff responsible for maintaining and tracking client data, and how the quality of the data will be assured. Unless otherwise noted by inserting explanatory language following the applicable subsection, Offeror agrees to all conditions of Section 7.

7.1. Contractor shall submit the current operating policies and procedures to the County thirty (30) days after contract execution, and all updates and revisions shall be submitted as appropriate.

7.2. Contractor shall ensure that all employees are continuously and appropriately licensed/certified/accredited, and shall maintain a record for review by the County.

7.3. Contractor shall provide a monthly report to the County by the end of the following month that includes:

7.3.1. Number of responses and transports within the service area

7.3.2. Response time compliance for the service area

7.3.3. Listing of mutual aid responses provided by Contractor into other areas by the service area ambulances.

7.3.4. Listing of mutual aid responses from adjacent jurisdictions into the service area.

7.3.5. Response Time Exemptions –Response Time Exemptions shall be submitted to the County for all incidents over the 30-minute response time requirement. Form shall be submitted by the fifth day of the month following the incident. The County shall be responsible for determining which incidents will be granted an exemption from Response Time standards.

7.3.6. Information on payments collected during the month to include at a minimum: run date and number, date and amount billed for service, payment collected, and date of receipt of payment.

7.4. Contractor shall submit the following reports on an annual basis:

7.4.1. Expenditure plan: Contractor shall submit to the County an expenditure plan 180 days prior to the start of each contract option period.

7.4.2. Contractor shall submit to the County within ninety (90) days after the end of each County fiscal year (June 30), financial statements for the operation of the service area for all expenditures and revenues as audited by a Certified Public Accountant. The information provided by the Contractor will become property of the County and may be released by the County as public information.

7.4.3. Contractor shall submit an annual report of training activities completed with area first responders to the County within ninety (90) days after the end of each County fiscal year (June 30).

7.4.4. Contractor shall submit an annual report of Community and Public Education activities conducted to the County within ninety (90) days after the end of each County fiscal year (June 30).

7.5. Contractor shall provide additional reports and submittals as required by the County.

8. Automation

Describe the automation that will be used by the Contractor to meet data collection and the following automation requirements. Describe the process and the staff responsible for maintaining automation. Unless otherwise noted by inserting explanatory language following the applicable subsection, Offeror agrees to all conditions of Section 8.

8.1. Contractor shall use the existing County of San Diego EMS program for documentation of patient care, Quality Assurance Network Collector System (QCS) or an alternate program which allows upload of patient care information into the QCS.

8.2. Contractor shall enter into an agreement with a recognized dispatch center for dispatch of ambulance units in the service area.

9. Fiscal

The County is requesting budgets and other information for a fixed price contract. The County is committed to obtaining optimal cost efficiency for the County, i.e.; lowest overall price for the

highest overall performance. The County, therefore, reserves the right to award contracts based, among other factors of best value to the County. Offerors are cautioned that awards may or may not be awarded within the stated estimated price ranges. The anticipated subsidy for provision of paramedic ambulance services in the service area is estimated at $48,000 to $100,000 per 12-month period.

9.1. **Exhibit C – Payment Schedule. Contracts will be paid on a fixed price basis. Offeror shall complete the attached Exhibit C – Payment Schedule proposing a fixed price payment for the period January 1, 2014 through June 30, 2017 and for the three additional one-year extension options; option period one (1) - July 1, 2017 through June 30, 2018, option period two (2) - July 1, 2018 through June 30, 2019, and option period three (3) – July 1, 2019 through June 30, 2020.**

9.2. **Budget Justification: Provide a completed Exhibit C-1 – Budget Narrative supporting the fixed price proposed for Exhibit C – Payment Schedule for the initial contract term and option period. Exhibit C-1 will be used for evaluation purposes only.**

9.3. **Cost Allocation Plan: Provide a cost allocation plan for the agency that identifies how administration costs and other shared costs are allocated between programs, in accordance with A-122. Describe the methodology for determining indirect/ administrative costs.**

9.4. **Fiscal Management Process: Offeror shall submit documentation demonstrating fiscal solvency and how entity will maintain solvency throughout the contract period. Briefly outline the internal fiscal management process the organization will use to monitor and ensure that County funding and other revenues are adequate to meet program costs.**

9.5. **Offeror shall provide, as applicable, the following information for the last three (3) Fiscal Years:**

9.5.1. **Most current un-audited interim financial statements.**

9.5.2. **Audited financial statements with the applicable notes.**

9.5.3. **Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based regarding an Audit of the Financial Statements in accordance with Government Accounting Standards.**

9.5.4. **Independent Auditor's Statement of Findings and Questioned costs.**

9.5.5. **If Offeror does not have audited financial statements, submit un-audited financial statements for the last three (3) Fiscal Years.**

9.5.6. **In place of copies of the requested audited financial statements for the past three (3) Fiscal Years as listed above, Offeror may submit copies of letters issued by the Health and Human Service Agency (HHSA) Agency Contract Support (ACS) verifying receipt of audit.**

9.6. **Financial Information: Offeror shall provide documentation to demonstrate the organization has sufficient reserves to maintain the program for sixty (60) days. Documentation may include cash and/or credit reserves.**

9.7. **Accounting System: Offeror shall have use of an accounting system, for segregating, supporting, controlling and accounting of all funds, property, expenses, revenues, and assets for each County contract distinct from other contractor activities. Offeror shall have the ability to provide assurance that the system is in accordance with generally accepted accounting principles and Office of Management and Budget Circulars located within the applicable Code of Federal Regulations. Offeror shall describe the proposed system and how it will be used for this program. Accounting systems are subject to County review and approval prior to contract award. No cost reimbursement contract will be awarded to any Offeror who does not have an acceptable accounting system.**

10. <u>Pro Forma Contract Acceptance/Clause Exception(s) Statement</u>

The County has made a determination it will use the County's form of agreement and insurance requirements as the basis for the contract. The County's preferred form of pro forma service contract the County is prepared to execute as a binding contractual agreement is set forth herein and is accessible in electronic form.

Offeror shall indicate acceptance or rejection of the proposed pro forma contract and insurance requirements, including insurance terms, in their proposal. If Offeror does not accept the terms of any clause as written, propose the specific language changes (deletions and insertions) that would make the term acceptable to your organization; if clarification is needed, indicate the provision and the specific wording that was found unclear, and why it was considered unclear. Statements that Offeror found the agreement "generally acceptable" or Offeror "reserves the right to negotiate particular provisions," or certain terms need "to be discussed" may be deemed non-responsive. Failure to specifically reject a proposed term will be deemed an acceptance of such term. In addition, if Offeror intends to propose terms more favorable to the County than the terms of the pro forma contract, do so and propose the specific language changes that would make the terms more favorable. Submit a marked draft in electronic form indicating any changes to the pro forma contract.

The County may or may not elect to negotiate any exceptions taken as part of its pre-selection or post-selection process. Should Offeror take exception(s) to the pro forma agreement, Offeror understands that the County may, as part of its process, conclude that exceptions are so numerous and/or material as to make Offeror's response to the solicitation unacceptable.

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS HEREIN MAY RENDER THE PROPOSAL NON-RESPONSIVE.

End of Combined Statement of Work with RFP Submittal Requirements

DRAFT
PRO FORMA
CONTRACT
INCLUDES:

Exhibit A "Statement of Work"
Exhibit B "Insurance and Bonding Requirements"
Exhibit C "Budget"

COUNTY CONTRACT NUMBER *(Insert Number)*
AGREEMENT WITH *[CONTRACTOR'S NAME]* FOR *[SERVICES TO BE PROVIDED]*

[Notes: (1) Use Times New Roman 10; (2) Italics indicate where text needs to be revised for each version.]

This Agreement ("Agreement") is made and entered into on the date shown on the signature page ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor ***[enter full corporate title, describe company, located at (complete address)]*** (" Contractor"), with reference to the following facts:

RECITALS

A. The County, by action of the Board of Supervisors Minute Order No. ***[Enter date and minute item number, if applicable]*** authorized the Director of Purchasing and Contracting ***[where applicable, insert the Clerk of the Board if other than Purchasing and Contracting]***, to award a Contract for ***[insert purpose.] [This option is used where the Board is granting the authority to award the contract; if used, delete alternative paragraph A below.]***

B. Pursuant to Administrative Code section 401, the County's Director of Purchasing and Contracting is authorized to award this Contract for ***[insert purpose.] [This option is used where the authority of the Director of Purchasing and Contracting to award the contract is derived from Administrative Code section 401; if used, delete alternative paragraph A above.]***

C. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.

D. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.

E. County entered into an interim Contract with Contractor, effective **[insert date]** to initiate this critical work, while the Contract was being negotiated. County and Contractor finalized negotiations, resulting in this Contract, which supersedes the interim Contract. ***[INCLUDE ONLY IF AN INTERIM CONTRACT WAS USED.]***

F. The Agreement shall consist of this pro forma Agreement, Exhibit A Statement of Work, ***[include Contractor's bid or proposal and BAFO as Exhibit A-1 where applicable],*** Exhibit B Insurance Requirements and Exhibit C, Payment Schedule or budget. In the event that any provision of the Pro Forma Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Pro Forma: Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; Fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.

1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Contract, an independent Contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Contract according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Contract, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's

sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract, or a combination of subcontract to the same individual or firm for the Contract period which is in excess of fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of the Contract, whichever is less must have prior written concurrence of the Contracting Officer's Technical Representative ("COTR"). Contractor shall provide the County's COTR with copies of all other subcontracts relating to this Contract entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Contract other than standard commercial supplies, office space, and printing services.

1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.

1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.

ARTICLE 2
SCOPE OF WORK

2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

2.3.1 Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.

2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to contractor by county, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of $5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Technical Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor

shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Return, Transfer and Removal of Assets

3.3.3.1 Contractor shall return to County all County furnished assets or assets pursuant to Paragraph 2.4.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled 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.

3.3.4 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.5 Delivery of Documentation

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. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4
COMPENSATION

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing. (Rev. 7/31/08)

4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at http://www.whitehouse.gov/omb/circulars. Contractor shall comply with all federal, State and other funding source requirements. ***[include all state or other funding source requirements].*** Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.

4.1.2 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Technical Representative ("COTR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COTR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.15 of this Agreement

4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COTR of properly submitted, detailed and itemized original invoice referencing the Agreement number ***[and a detailed listing of each pay point target, accomplishment, unit price and/or percentages, and showing the appropriate calculation for each, a progress report documenting the status and accomplishments of Contractor during the billing period (Modify this clause as required to reflect the type of payment structure for your specific Agreement – any of these or a combination each, or some other methodology may be utilized!) pursuant to Exhibit C].*** Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.1.4 Full Compensation. Pending any adjustments by the COTR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.1.5 Prompt Payment for Vendors and Subcontractors

4.1.5.1 Prompt payment for vendors and subcontractors.

4.1.5.1.1 Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.2.3 of this Agreement in each of its subcontracts, and shall require each of its

subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

4.1.5.2.1 Furnish to the vendor or subcontractor and the COTR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.

4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.

4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COTR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

4.1.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COTR and request instructions for disposition of the overpayment.

4.1.6 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:

4.1.6.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.

4.1.6.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.

4.1.6.3 Default. Contractor was in default under any terms and conditions of this Agreement.

4.1.7 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COTR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.

4.1.8 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

4.1.9 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.

4.1.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5
AGREEMENT ADMINISTRATION

5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Technical Representative ("COTR")

5.1.1 County's COTR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.

5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COTR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COTR and Contractor. All inquiries about such AA will be referred directly to the COTR.

5.2 Agreement Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COTR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.

6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. 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 Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7
TERMINATION

7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In

the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

7.2 Damages For Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.

7.3 County Exemption From Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.

7.5 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:

7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.

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

7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:

7.5.4.1 Improperly submitted claims, or

7.5.4.2 Any failure to perform the work in accordance with the Statement of Work, or

7.5.4.3 Any breach of any term or condition of the Agreement, or

7.5.4.4 Any actions under any warranty, express or implied, or

7.5.4.5 Any claim of professional negligence, or

7.5.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

7.6 Suspension Of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Conformance With Rules And Regulations. Contractor shall be in conformity with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall

further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COTR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).

8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.

8.7 American With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.

8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures or the Board of Supervisors of the County.

8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.

8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:

8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

8.11.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:

8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and

8.12.3 Zero Tolerance For Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and

8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and

8.12.5 Zero Tolerance In Coaching Medi-Cal Or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including un-documented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

(a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

(b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other Agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any

chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:

8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;

8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

8.15.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Consultant acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor; Privileged Information.

9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.

9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify 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 attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and

requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

11.2 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

11.3 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:

11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.

11.4 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12
INSPECTION OF SERVICE

12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.

12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13.2 Ownership, Publication, Reproduction And Use Of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall

be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

13.3 Confidentiality. County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

13.4 Maintenance Of Records. Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within 48-hours of the request.

13.5 Custody Of Records. County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.

13.6 Audit Requirement. Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend $500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and OMB Circular A-133. Contractor shall include a clause in any Agreement or Agreement Contractor enters into with an audit firm to provide access by the County, State, Federal Government to the working papers of the independent auditor who prepare the audit for Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with OMB Circular A-133, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COTR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

13.8 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

ARTICLE 14
(RESERVED)

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time.

The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if they dispute the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld.. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COTR, pursuant to Paragraph 1.4.

16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.

16.3 Entire Agreement. This Agreement, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.

16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be to the COTR and Contractor's Representative identified on the signature page.

16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.14 Time. Time is of the essence of each provision of this Agreement.

16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.

16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COTR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement.

16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use at the program. Contractor shall report all such incidents to the COTR within one work day of their occurrence.

16.20 Responsiveness to Community Concerns. Contractor shall notify County within forty eight (48) hours of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility under this agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.

16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any contractor staff or volunteer assigned to sensitive positions funded by this contract. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client.

16.21.1 Criminal Background Check. Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.21.4. At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).

16.21.2 Contractor shall either utilize a subsequent arrest notification service during employee or volunteers' tenure or check California criminal history annually.

16.21.3 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.3 "Maintenance of Records."

16.21.4 Definitions

A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

B. Minor: Individuals under the age of eighteen (18) years old.

C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the contract or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.

D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that which may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

E. Volunteer: A person who performs a service willingly and without pay.

16.22 Health Insurance. Contractor shall ask any client who is a parent or guardian of any minor(s), if all the minors for whom they are responsible have health insurance coverage. If the response for any child is "no" Contractor shall provide the client with County provided referral information. ***Remove if not applicable***

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COUNTY CONTRACT NUMBER *(Insert Number)*
AGREEMENT WITH *[CONTRACTOR'S NAME]* FOR *[SERVICES TO BE PROVIDED]*

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this ____day of _____ 20__ ("Effective Date") and end on _____ __ 20__("Initial Term") for a total Agreement period of ___years.

OPTION TO EXTEND. The County's option to extend is for ____ increments of ___ year(s) each for a total of ___ years beyond the expiration of the Initial Term, not to exceed _____ __, 20__, pursuant to Exhibit C Payment Schedule, budget ***or adjustment factor identified.*** Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written notice delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds."

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed _____ dollars ($ XXXX) for the initial term of this Agreement and _____ ($ XXXXX) for each of the XXX one year option periods, for a maximum Agreement amount of _____ ($XXXX), in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the contract price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

COTR. The County has designated the following individual as the Contracting Officer's Technical Representative ("COTR")

Name and Title
Address
Address
Phone, FAX and email

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Name and Title
Address
Address
Phone, FAX and email

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

By: _____
JOHN M. PELLEGRINO, Director,
Department of Purchasing and Contracting

Date: _____

[CONTRACTOR NAME]

By: _____
Name and Title

Date: _____

APPROVED AS TO FORM AND LEGALITY ***[use only for Agreements > $100,000, or where the std form is modified]***

By: _____ Date: _____
Senior Deputy County Counsel

1. Scope of Work/Purpose

Contractor shall provide all management, personnel, facilities, equipment, material and supplies to operate emergency ambulance services at the 9-1-1 Advanced Life Support (ALS) level within the unincorporated areas of San Diego County inclusive of the unincorporated areas of San Diego County inclusive of Ocotillo Wells, the Anza-Borrego State Park and surrounding desert communities and provide mutual aid to adjacent areas as needed. Additionally, Contractor shall provide billing services, interface with fire department first responders and provide community education services. Contractor shall participate in service area quality assurance activities and regional quality improvement processes.

2. Background Information

"A county that is healthy, safe and thriving" is the vision that guides the County of San Diego. In 2010, the County announced a new innovative health strategy to ensure the health and safety of citizens. This program supports the Safe Communities component of the "Live Well, San Diego!" initiative by ensuring the availability of paramedic ambulance services to the residents and visitors of the Anza- Borrego State Park and surrounding desert area.

On July 25, 1995 the San Diego County Board of Supervisors approved the emergency medical service agreement for the provision of ALS ambulance services to the unincorporated areas of San Diego County inclusive of Ocotillo Wells, the Anza-Borrego State Park and surrounding desert communities as illustrated in Attachment No.1 – Service Area Map. The County, Emergency Medical Services (EMS) Branch, has the responsibility for the administration and provision of emergency medical services Countywide.

The Anza-Borrego State Park and surrounding desert areas generate an average of approximately 122 transports per year, or about 10.2 calls per month.

3. Goals and Objectives

3.1 Goal: Contractor shall provide ALS ambulance service to the area 24 hours per day seven days per week.

3.2 Outcome Objectives: Contractor shall achieve the following outcome objectives:

3.2.1. Contractor shall respond to all calls for medical aid dispatched within all areas of the service area, and shall meet the community standard for response time within the County. The standard for rural areas is a maximum response time of 30 minutes 0 seconds for 90% of all medical aid calls dispatched.

3.2.2. Exemptions from the standard described in paragraph 3.2.1 above, may be available for the following circumstances.

3.2.2.1. If a call for medical aid is downgraded from a Code 3 response, the response time standards shall not apply.

3.2.2.2. Mutual Aid calls require the contractor's best efforts for appropriate response.

3.2.2.3. Any unusual circumstances beyond the Contractor's control, including weather conditions, including heavy rain or fog, or disasters.

3.2.2.4. Second arriving unit or more to a single incident.

3.2.2.5. Train or Trolley.

3.2.2.6. Unannounced road closures.

3.2.2.7. Fire Responses.

3.2.2.8. Traffic due to the incident.

3.2.2.9. Gated Community, if gate is not operable or no access.

3.2.2.10. Dispatch agency errors.

3.2.2.11. Incorrect or inaccurate dispatch information received from the calling party or 9-1-1 public safety answering point.

3.2.2.12. Unavoidable delays caused by traffic congestion where no other alternate route is available, or as a result of a vehicle accident to which the responding units have no alternate access.

3.2.2.13. Other circumstances identified and agreed to by Contractor, County Administrator, and appropriate Operations Chief(s).

3.3 Process Objectives: Contractor shall achieve the following process objectives per contract term:

3.3.1. Minimum service level shall be the equivalent of one (1) ALS unit ready at all times to perform service in the defined area.

3.3.2. Units shall be staffed by at least one (1) licensed Paramedic accredited to practice in San Diego County and one (1) Emergency Medical Technician.

3.3.3. Units must be ready within 30 minutes of scheduled shift changes. Units not ready within 30 minutes of scheduled shift change, or at any time, will constitute a violation of this requirement.

3.3.3.1. If Contractor's unit is not ready due to delay in the scheduled shift change, and the ALS First Responder agency in the area must send additional resources to the scene, that additional cost shall be reimbursed by Contractor to the responding agency.

3.3.4. Minimum of one ambulance unit shall remain fully stocked and equipped as an ALS unit to serve as a reserve unit when a primary unit requires normal maintenance or unscheduled repairs. This unit shall be made available to area first responders to serve as a backup unit when an emergency exists such that a second vehicle is necessary for the transport of patients, and it shall be stationed at the ambulance post located in or near the service area.

4. Target Population and Geographic Service Area

4.1 **Target Population.** The target population for this contract includes all persons requiring 9-1-1 emergency advanced life support transport services within the geographical service area described in Section 4.2

4.2 **Geographic Service Area.**

4.2.1 The service area covers the unincorporated areas of San Diego County inclusive of Ocotillo Wells, the Anza- Borrego State Park and surrounding desert communities, as illustrated in Attachment. No1.

4.2.2 The region is approximately 71 square miles and is inhabited by approximately 1,651 residents based on the latest information from San Diego Association of Governments (SANDAG). Additionally there is considerable influx of non-residents into the desert service area, who participate in, or travel to activities offered in the area (e.g. Anza-Borrego State Park, vacation/sporting opportunities available in the area).

4.2.3 The service area presents certain challenges including many areas that can only be accessed via winding mountain roads, or areas that are not well mapped. The mountainous terrain also poses additional hazards during times of foggy or freezing weather. Air Medical Services, via ALS

rotorcraft, are available in the region, but cannot always be relied upon due to constraints from occasional weather conditions that preclude their use.

5. Definitions

5.1. **Ambulance** shall mean a motor vehicle arranged and equipped according to California Highway Patrol, and County of San Diego EMS policies and specifications in accordance with the San Diego County Ambulance Ordinance.

5.2. **Advanced EMT** means a California certified EMT with additional training in limited advanced life support according to the standards prescribed by the California Code of Regulations (CCR), Title 22, Division 9, Chapter 3 and Health and Safety Code Section 1797.82, and who has been issued a valid Advanced EMT wallet-sized certificate card pursuant to these sections.

5.3. **Advanced Life Support** means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital. (Health and Safety Code, Division 2.5, Section 1797.52)

5.4. **Basic Life Support** means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available. (Health and Safety Code, Division 2.5, Section 1797.60)

5.5. **Chute Time** is measured from the time the dispatch agency assigns the call until the unit notifies dispatch that they are enroute. If the response unit is out of the station and in the field, the chute time is measured from the time dispatch is completed to the time the unit acknowledges the response to dispatch. The chute time should be no longer than one (1) minute during the day and two (2) minutes at night.

5.6. **Compatible**, in the context of patient care equipment shall mean that the patient care equipment can be used interchangeably by the transport provider and the non-transport ALS First Responder agencies (e. g. EKG monitor cables).

5.7. **CAD** shall mean Computer Aided Dispatch system.

5.8. **Emergency Medical Technician or EMT** means an individual trained in all facets of basic life support according to standards prescribed by the Health and Safety code and who has a valid certificate issued pursuant to Division 2.5 of the Health and Safety Code. (Health and Safety Code, Division 2.5, Section 1797.80)

5.9. **Paramedic** means an individual whose scope of practice to provide advanced life support is according to standards prescribed by this division and who has a valid certificate issued pursuant to this division. (Health and Safety Code, Division 2.5, Section 1797.84)

5.10. **Response Time** is calculated from the time that a dispatch is completed until the time the ambulance first arrives at the scene and notifies dispatch of arrival.

6. General Requirements for Service Delivery

6.1. The clinical requirements governing this Contract are those specified in State and County rules, regulations, policies, procedures and protocols, relating to the operation of ALS Ambulances.

6.2. Contractor units shall be in compliance with all the requirements of the California Highway Patrol, and each vehicle shall be properly licensed and insured as required by the Department of Motor Vehicles.

6.3. Contractor shall be authorized and permitted according to San Diego County Ambulance Ordinance to provide Advanced Life Support (ALS) services in San Diego County and in all relevant municipal and State jurisdictions.

6.4. Contractor shall provide all resources necessary to accomplish the work requirements of this agreement, and shall be responsible for all maintenance, repairs and replacement of those resources.

6.5. Contractor shall provide sufficient unit security, safety and housing such that supplies and equipment are secured and controlled pharmaceuticals are double locked.

6.6. Contractor shall obtain prior approval from County for any public information materials and material content used by the contractor relating to these services.

6.7. Contractor shall notify the County within 24 hours of any changes in management that may affect the Contractor's ability to comply with the statement of work.

7. Specific Requirements for Service Delivery

7.1. Equipment and Supplies:

7.1.1. Ambulances/Emergency Vehicles:

7.1.1.1. Contractor shall provide and utilize Type III modular style ambulances.

7.1.1.2. Contractor shall provide for daily maintenance of the ambulance vehicles. Daily maintenance shall include, but not be limited to: checks of tire pressure and condition, coolant, oil and fuel levels, electrical system condition.

7.1.1.3. Contractor shall use an automated or manual maintenance record keeping system. The records shall be available to the County of San Diego for analysis and inspection and shall identify routine maintenance of both primary and backup vehicles.

7.1.1.4. Contractor shall provide and maintain in working order, Mobile Data Computers (MDC) in all transport ambulances primarily assigned to the service area. MDC's shall be compatible with the Global Information System (GIS)/Mapping and incident notification system that is used by the recognized dispatch center selected for this contract.

7.1.1.5. Contractor shall provide Global Positioning System (GPS) route navigation for each ambulance within 1 year of contract execution date.

7.1.1.6. The County will supply portable and mobile RCS (Regional Communication System) radios for the Anza-Borrego State Park and Surrounding Desert Area ambulances and pay the associated monthly RCS subscriber fee. Contractor is responsible for any additional portable and mobile radios for each ambulance.

7.1.2. Contractor shall use best efforts to use the same or compatible patient care equipment as standardized ALS First Responder agency equipment including EKG monitors and CPR assist devices.

7.1.3. Contractor shall provide uniforms and safety equipment for all employees, which shall include appropriate personal protective equipment; turnouts; flash gear; gloves and helmets.

7.1.4. Contractor shall replace all non-narcotic medications and medical supplies utilized by the ALS first responder units for the care of the patient(s). Supplies shall be replaced on a one for one basis and occur at the time of the call if it does not delay patient transport. Should the immediate need to transport a patient necessitate a delay in the replacement of supplies on scene, replacement to the first responder unit shall occur as soon after the call is completed as possible. A written policy describing this process shall be established by Contractor and approved by County within thirty (30) days of contract execution.

7.1.5. Contractor shall provide a monthly report to the County for any ambulance(s) that were pulled from service to include the reason, the date and the amount of time out of service.

7.2. Staffing Requirements

7.2.1. All of Contractor's Paramedic staff shall hold a current, valid California Paramedic license, and be appropriately accredited to practice as a Paramedic in San Diego County. Each EMT shall be appropriately certified in the State of California.

7.2.1.1. Contractor shall ensure that all employees adhere to the operational protocols and procedures established by the County.

7.2.1.2. Contractor shall ensure that its employees are provided access to a complete set of operational policies and procedures outlining the standards adopted by the Contractor, and setting forth policies and procedures specific to the Contractor's operation. Contractor shall provide a complete set of these policies and procedures and any updates as they occur to the County.

7.2.1.3. Contractor shall employ and retain sufficient numbers of experienced employees with expertise to operate units at the required service levels. Contractor shall immediately notify the County, whenever any condition exists which adversely affects the contractor's ability to meet the required service levels.

7.2.1.4. Contractor shall ensure that all employees meet all continuing education, recertification, re-licensure and accreditation requirements established by the State of California and the County same as above.

7.2.1.5. Contractor shall not schedule any EMT or Paramedic to work continuously more than 48 hours within any 60-hour period.

7.2.1.6. Contractor personnel shall exhibit professional and courteous conduct at all times.

7.2.2. Contractor shall ensure that at a minimum, management and supervisory personnel attend appropriate Base Hospital meetings, quality assurance forums and other ancillary meetings required by the County (i.e. quarterly base meetings, County Paramedic Agency Committee, San Diego Fire Chief's EMS Section and Protocol change task force).

7.2.3. Contractor shall designate an on-site Program Manager to serve as a liaison person between County of San Diego, EMS and the first responder agencies within the service area and the Contractor. The person selected as the Program Manager shall have evidence of prehospital care practice, with a minimum of three (3) years' experience as an EMT, a Paramedic or an EMS Manager.

7.2.3.1. The Program Manager shall have working knowledge of the entire operation, and be responsible for the day-to-day operations. He/she may perform information gathering and review, as well as generate required reports and analysis.

7.2.3.2. The Program Manager shall serve as liaison person between the Contractor, County EMS, and the first responder agencies within the service area.

7.2.3.3. The Program Manager shall represent the Contractor to the local constituency and other public service agencies and have the full authority to speak and act on behalf of the Contractor. Program Manager may be requested to participate in various planning groups.

7.3. Billing Services

7.3.1. Contractor shall operate or subcontract for a billing and accounts receivable system for billing of services provided under this contract. These services shall be well documented, and records shall be available for inspection and audit.

7.3.2. Contractor's records shall link payments to the calendar month from which the receivable was accrued and be included in the monthly report described in Section 9.3.

7.3.3. Contractor shall bill and collect for ALS transports in accordance with a fee schedule that is comparable to the usual and customary for such services in the region.

7.3.4. Contractor shall retain all revenues derived from the billing of services provided within the service area.

7.4. Community and Public Education

7.4.1. Contractor shall maintain a community and public education program directed to the residents of the service area. The purpose of the community and public education component is to foster good will and cooperation between the Contractor and the community at large.

7.4.2. Contractor shall submit an annual report on community and public education activities conducted during the fiscal year to the County within sixty (60) days of the fiscal year end.

7.4.3. Contractor shall respond to requests, when possible, to visibly station the ambulance at or near community events.

7.5. Training

7.5.1. Contractor shall maintain a comprehensive, ongoing, driver-training program as well as mapping training for its staff who work in the area.

7.5.2. Contractor shall participate in ongoing disaster and medical operations training with area first responders. The training program, number of instruction hours, and the training program's system for integration into the Contractor's operation will be reviewed and is subject to the County's approval on an annual basis.

7.5.3. Contractor shall provide ongoing education activities for local area first responders designed to upgrade or maintain first responder skills and

provide smooth transition of care from first responders to transporting agency personnel.

7.5.4. Continuing Education Courses: Contractor shall provide continuing education courses (a minimum of 48 hours every two years) to the local area ALS First Responder paramedics.

7.6. Mutual Aid. Contractor shall assist the County in maintaining or establishing mutual aid agreements with neighboring BLS or ALS providers and jurisdictions.

8. Quality Assurance Plan

8.1. Contractor shall develop and submit to the County, a written Quality Assurance/Quality Improvement (QA/QI) Plan thirty (30) days after contract execution and thirty (30) days after each annual contract renewal date thereafter per County of San Diego Emergency Medical Services Policy S-004. The QA/QI plan shall describe the process for continually assessing the Contractor's effectiveness in accomplishing the goals and objectives for this program in collaboration with the assigned Base Hospital. The program shall include written policies and procedures for an internal QA/QI Committee, a mechanism and timeline for obtaining client feedback (if applicable), identification of the QA/QI program structure, process, desired outcome, and documentation of activities.

8.1.1. QA/QI Committee: The QA/QI Committee shall develop, review, and revise the QA Plan on an annual basis. In addition, the QA/QI Committee shall continually assess and make recommendations regarding the improvement of program services. The committee shall, at a minimum, be responsible for developing plans of corrective action for identified program deficiencies, discussing and acting upon process and outcome data results, and results from client feedback. This requirement can be met through collaboration with assigned Base Hospital.

8.1.2. Contractor shall maintain a comprehensive ALS QA/QI Program designed to identify potential or existing clinical, operational, or equipment problems and shall participate in the EMS System Quality Improvement Program. The components of this program shall include: regular evaluation of patient care activities, review of operational, administrative and procedural activities of the system, accurate determination of training needs of individuals and the system as a whole; and identification and reporting of significant patient care issues to the base hospital and/or the EMS Medical Director.

8.1.3. Program Staff: The QA/QI Plan shall describe the process for developing, training and monitoring staff performance. The QA/QI plan shall specify that staff shall be evaluated annually.

8.1.3.1. Contractor shall develop a plan of corrective action to address process and outcome measures that are below expectations of this contract.

8.1.4. QA/QI Summary Report: The QA plan shall include the requirement for one (1) annual narrative report. The Summary Report is due to the County on August 1st of each contract year. The Summary Report shall address the following:

8.1.4.1. Areas of concern identified by the QA Committee

8.1.4.2. Program performance

8.1.4.3. Results of process and outcome measurement

8.1.4.4. Data collected from client feedback, and

8.1.4.5. Results of plan of corrective action

9. Data Collection and Reporting Requirements

9.1. Contractor shall submit the current operating policies and procedures to the County thirty (30) days after contract execution, and all updates and revisions shall be submitted as appropriate.

9.2. Contractor shall ensure that all employees are continuously and appropriately licensed/certified/accredited, and shall maintain a record for review by the County.

9.3. Contractor shall provide a monthly report to the County by the end of the following month that includes:

9.3.1. Number of responses and transports within the service area

9.3.2. Response time compliance for the service area

9.3.3. Listing of mutual aid responses provided by Contractor into other areas by the service area ambulances.

9.3.4. Listing of mutual aid responses from adjacent jurisdictions into the service area.

9.3.5. Response Time Exemptions –Response Time Exemptions shall be submitted to the County for all incidents over the 30-minute response time requirement. Form shall be submitted by the fifth day of the month following the incident. The County shall be responsible for determining which incidents will be granted an exemption from Response Time standards.

9.3.6. Information on payments collected during the month to include at a minimum: run date and number, date and amount billed for service, payment collected, and date of receipt of payment.

9.4. Contractor shall submit the following reports on an annual basis:

9.4.1. Expenditure plan: Contractor shall submit to the County an expenditure plan 180 days prior to the start of each contract option period.

9.4.2. Contractor shall submit to the County within ninety (90) days after the end of each County fiscal year (June 30), financial statements for the operation of the service area for all expenditures and revenues as audited by a Certified Public Accountant. The information provided by the Contractor will become property of the County and may be released by the County as public information.

9.4.3. Contractor shall submit an annual report of training activities completed with area first responders to the County within ninety (90) days after the end of each County fiscal year (June 30).

9.4.4. Contractor shall submit an annual report of Community and Public Education activities conducted to the County within ninety (90) days after the end of each County fiscal year (June 30).

9.5. Contractor shall provide additional reports and submittals as required by the County.

10. Automation

10.1. Contractor shall use the existing County of San Diego EMS program for documentation of patient care, Quality Assurance Network Collector System (QCS) or an alternate program which allows upload of patient care information into the QCS.

10.2. Contractor shall enter into an agreement with a recognized dispatch center for dispatch of ambulance units in the service area.

ARTICLE 1

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. **Minimum Scope of Insurance**

   Coverage shall be at least as broad as:

   A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.

   B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.

   C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

   D. Professional Liability required if Contractor provides or engages any type of professional services, including but not limited to medical professionals, counseling services, or legal services.

2. **Minimum Limits of Insurance**

   Contractor shall maintain limits no less than:

   A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be $2,000,000.

   B. Automobile Liability: $3,000,000 each accident for bodily injury and property damage.

   C. Employer's Liability: $1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

   D. Professional Liability: $3,000,000 per claim with an aggregate limit of not less than $3,000,000. Any self-retained limit shall not be greater than $25,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Contractor's work pursuant to the Contract.

3. **Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

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

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual

required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

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

A. The policy retroactive date coincides with or precedes Contractor's commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).

B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.

C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.

D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

13. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Pro Forma Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

1. **Compensation:** Payment of services, under Exhibit A Statement of Work will be on fixed price after County review and acceptance of required monthly reports.

2. **Payment Schedule:** This is a fixed price contract. All requests for payment are subject to County approval based upon submitted documentation at the time of invoice.

Contract Term	Fixed Payment Amount	Payment Frequency (Monthly or Quarterly)	Total Amount for Contract Term
Initial Term January 1, 2014 – June 30, 2017			
Option Period 1 July 1, 2017 – June 30, 2018			
Option Period 2 July 1, 2018 – June 30, 2019			
Option Period 3 July 1, 2019 – June 30, 2020			
Contract Total			

3. **Invoices**

   3.1. Contractor shall submit one _____(Monthly/Quarterly) invoice with required reports to the County by the 20th of the following month.

   3.2. Invoices and reports shall be submitted to the following address:

Public Health Services - Emergency Medical Services Branch
6255 Mission Gorge Road
San Diego, CA 92120
ATTN: Ambulance Services

3.3. Invoices must contain the following certifications:

I certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this contract is currently listed as excluded on the federal System for Award Management (SAM), the federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE), or the State of California Medi-Cal Suspended and Ineligible list.

I also certify that the above deliverables and/or services were delivered and/or performed specifically for this contract in accordance with the terms and conditions set forth therein.

Authorized Representative:

Printed Name and Signature	*Date Signed*	*Telephone and Fax Number*

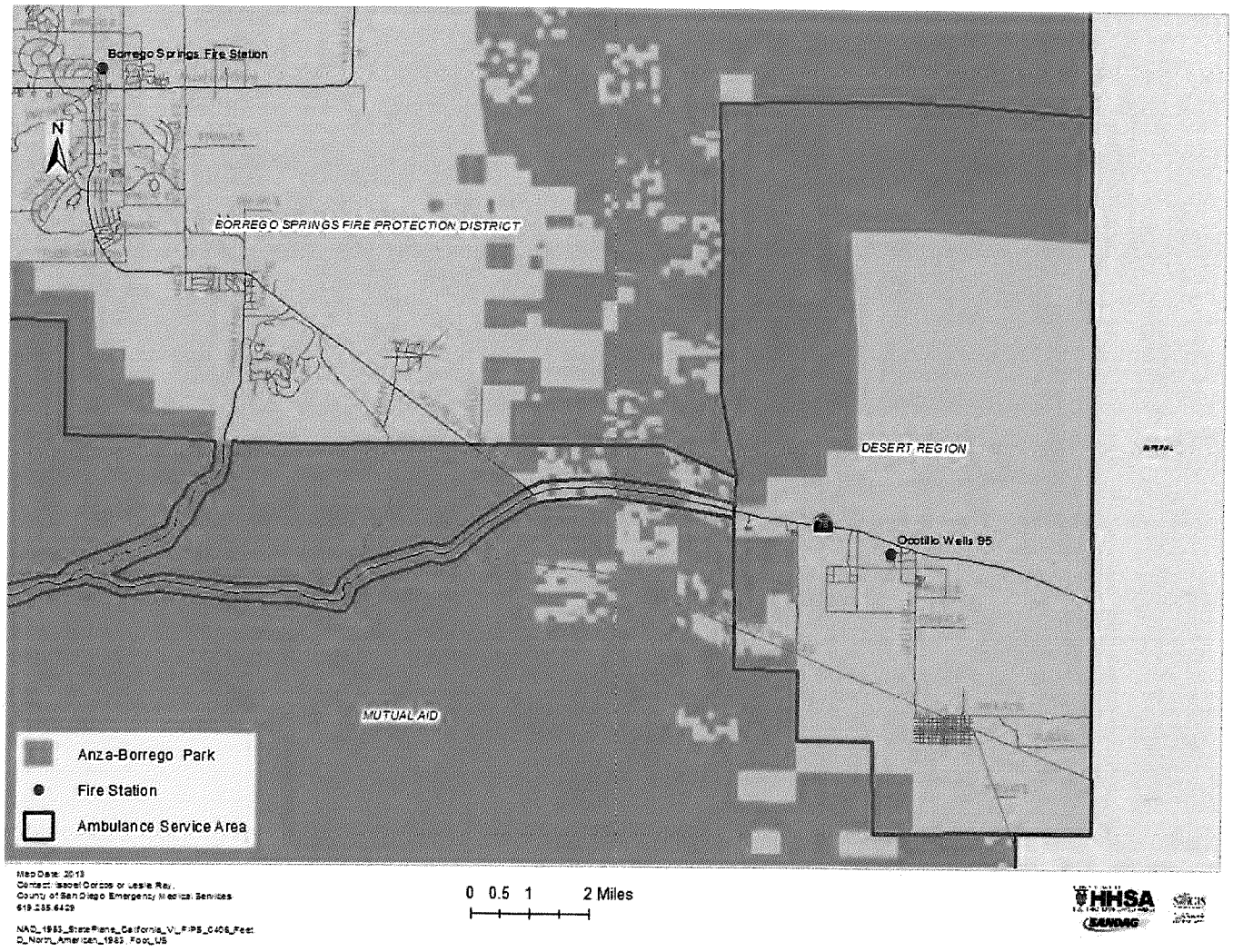
REQUEST FOR PROPOSAL (RFP) NUMBER 5775
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY,
PUBLIC HEALTH SERVICES, EMERGENCY MEDICAL SERVICES
PARAMEDIC AMBULANCE SERVICES FOR OCOTILLO WELLS, ANZA-BORREGO STATE PARK AND SURROUNDING DESERT COMMUNITIES

EXHIBIT C-1 – BUDGET

PLEASE COMPLETE EXHIBIT C-1 BUDGET POSTED SEPERATELY TO BUYNET AS "RFP 5775 EXHIBIT C-1 BUDGET" FOR THE REQUIRED BUDGET/PAYMENT JUSTIFICATION WHICH WILL SUPPORT THE FIXED MONTHLY PRICING OF EXHIBIT C PAYMENT SCHEDULE

REQUEST FOR PROPOSAL (RFP) NUMBER 5775
COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY,
PUBLIC HEALTH SERVICES, EMERGENCY MEDICAL SERVICES
PARAMEDIC AMBULANCE SERVICES FOR OCOTILLO WELLS, ANZA-BORREGO STATE PARK AND SURROUNDING DESERT COMMUNITIES

ATTACHMENT No. 1



CONTRACT BUDGET

CONTRACTOR:	**RFP #5775**
CONTRACT PERIOD:	**FUNDING SOURCE:**
AMENDMENT PERIOD:	**Prepared by:** **Phone#:**

	PROGRAM(S)							
BUDGET LINE ITEM	**Ambulance**							**TOTAL**
PERSONNEL:								
Wages & Salaries								-
Fringe Benefits								-
Personnel Subtotal:	-							-
NON-PERSONNEL:								
Administration								-
Professessional Services/Mgt. Fees								-
Training, Education and Physical Exams								-
Uniforms/Safety Equipment								-
All Consumeable Supplies								-
Building rent, lease, & mainenance								-
* Equip, Rental/Lease/Purchase (Including minor equipment)								-
Utilities/Telephone								-
Insurance								-
Ambulance Mainenance & Fuel								
Indirect Costs								-
# Other Costs								-
Non-Personnel Subtotal:	-							-
Total Budget:	-							-

Severability Limits (If Applicable) $_____ $_____

(Unexpended funds shall not be carried over from one fiscal year to the next fiscal year; severability limits shall not be exceeded; payments for individual programs will not exceed Program Budget amount identified in Exhibit A.)

LEGEND

* Shall not be modified without Contracting Officer's Technical Representative (COTR) approval.

\# May require prior approval...contact COTR.

PERSONNEL SCHEDULE *

CONTRACTOR:	Program:
CONTRACT PERIOD:	* This schedule shall not be modified without COTR prior approval

(1) POSITION TITLE	(2) TOTAL ANNUAL SALARY	(3) TOTAL PAID HRS/WK.	(4) % OF ANNUAL SALARY CHARGED TO THIS SERVICE		(5) HRLY RATE	(6) # OF MOS. AT THIS HRLY. RATE	(7) SALARY PER MONTH	(8) TOTAL
			%Admin	%Direct				
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	-						-	-
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PERSONNEL SCHEDULE *

CONTRACTOR:	Program:
CONTRACT PERIOD:	* This schedule shall not be modified without COTR prior approval

(1) POSITION TITLE	(2) TOTAL ANNUAL SALARY	(3) TOTAL PAID HRS/WK.	(4) % OF ANNUAL SALARY CHARGED TO THIS SERVICE		(5) HRLY RATE	(6) # OF MOS. AT THIS HRLY. RATE	(7) SALARY PER MONTH	(8) TOTAL
			%Admin	%Direct				
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PERSONNEL SCHEDULE *

CONTRACTOR:	Program:
CONTRACT PERIOD:	* This schedule shall not be modified without COTR prior approval

(1) POSITION TITLE	(2) TOTAL ANNUAL SALARY	(3) TOTAL PAID HRS/WK.	(4) % OF ANNUAL SALARY CHARGED TO THIS SERVICE		(5) HRLY RATE	(6) # OF MOS. AT THIS HRLY. RATE	(7) SALARY PER MONTH	(8) TOTAL
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PERSONNEL SCHEDULE *

CONTRACTOR:	Program:
CONTRACT PERIOD:	* This schedule shall not be modified without COTR prior approval

(1) POSITION TITLE	(2) TOTAL ANNUAL SALARY	(3) TOTAL PAID HRS/WK.	(4) % OF ANNUAL SALARY CHARGED TO THIS SERVICE		(5) HRLY RATE	(6) # OF MOS. AT THIS HRLY. RATE	(7) SALARY PER MONTH	(8) TOTAL
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							TOTAL	-

Pay Schedule (check one): Weekly ☐ Bi-weekly ☐ Twice a Mo. ☐

PERSONNEL SCHEDULE *

CONTRACTOR:	Program:
CONTRACT PERIOD:	* This schedule shall not be modified without COTR prior approval

(1) POSITION TITLE	(2) TOTAL ANNUAL SALARY	(3) TOTAL PAID HRS/WK.	(4) % OF ANNUAL SALARY CHARGED TO THIS SERVICE		(5) HRLY RATE	(6) # OF MOS. AT THIS HRLY. RATE	(7) SALARY PER MONTH	(8) TOTAL
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PERSONNEL SCHEDULE *

CONTRACTOR:	Program:
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(1) POSITION TITLE	(2) TOTAL ANNUAL SALARY	(3) TOTAL PAID HRS/WK.	(4) % OF ANNUAL SALARY CHARGED TO THIS SERVICE		(5) HRLY RATE	(6) # OF MOS. AT THIS HRLY. RATE	(7) SALARY PER MONTH	(8) TOTAL
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Pay Schedule (check one): Weekly ☐ Bi-weekly ☐ Twice a Mo. ☐

PERSONNEL SCHEDULE *

CONTRACTOR:	Program:
CONTRACT PERIOD:	* This schedule shall not be modified without COTR prior approval

(1) POSITION TITLE	(2) TOTAL ANNUAL SALARY	(3) TOTAL PAID HRS/WK.	(4) % OF ANNUAL SALARY CHARGED TO THIS SERVICE		(5) HRLY RATE	(6) # OF MOS. AT THIS HRLY. RATE	(7) SALARY PER MONTH	(8) TOTAL
			%Admin	%Direct				
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							TOTAL	-

Pay Schedule (check one): Weekly ☐ Bi-weekly ☐ Twice a Mo. ☐

PLAN OF PROJECTED QUARTERLY EXPENDITURES

CONTRACTOR:	
PROJECT:	
CONTRACT PERIOD:	TO:

JANUARY THROUGH MARCH	FIRST QUARTER $ _____
APRIL THROUGH JUNE	SECOND QUARTER $ _____
JULY THROUGH SEPTEMBER	THIRD QUARTER $ _____
OCTOBER THROUGH DECEMBER	FOURTH QUARTER $ _____

EXPENDITURES WILL NOT EXCEED 110% OF THE QUARTERLY PROJECTED AMOUNT.

SUPPLEMENTAL BUDGET INFORMATION
TO EXHIBIT C

CONTRACTOR:	**RFP #5775**
CONTRACT PERIOD:	**FUNDING SOURCE:**

FRINGE BENEFITS

Instructions: Itemize budgeted amounts for FRINGE BENEFITS. Specify benefits such as FICA, SUI, Health /Dental Insurance, Retirement, etc.. Worker's Compensation coverage is under the INSURANCE section.

	PROGRAM(S)							
FRINGE BENEFIT:	Ambulance							**TOTAL**
FICA: Applicable Wages x % =								-
SUI: Applicable Wages x % =								-
HEALTH/DENTAL INS.: Monthly Amt. x # Emp x # Mos. =								-
RETIREMENT: Monthly Amt. x # Emp x # Mos. =								-
OTHER (Describe):								-
TOTAL FRINGE BENEFITS	-							-

SUPPLEMENTAL BUDGET INFORMATION
TO EXHIBIT C

CONTRACTOR:	**RFP #5775**
CONTRACT PERIOD:	**FUNDING SOURCE:**

CONSULTANT/CONTRACT SERVICES

INSTRUCTIONS:

Itemize budgeted amounts for CONSULTANT/CONTRACT SERVICES. Identify name (if known) and type e.g., CPA, MSW, janitorial service. Describe purpose, e.g., staff training, case consultation, facilities maintenance. Indicate proposed estimated hourly and cost. At the end of this list, compute and enter the total cost. This total should reconcile with the CONSULTANT/CONTRACT SERVICES line item in the contract budget. All contracts for CONSULTANT/CONTRACT SERVICES over $5000 for the contract period shall be submitted in advance of implementation for approval by the COTR. All consultant contracts shall contain the following items: Description of Services, Termination, Compensation, Duration and Effective Date.

PROGRAM(S)

	Ambulance							**TOTAL**
NAME AND/OR TYPE OF CONSULTANT								
CONSULTATION PURPOSE								
ESTIMATED HOURLY RATE								
ESTIMATED NO. OF HOURS								
ESTIMATED COST/ CONTRACT PERIOD								- - - -
TOTAL CONSULTANT/CONTRACT SERVICES	-							-

SUPPLEMENTAL BUDGET INFORMATION
TO EXHIBIT C

CONTRACTOR:	**RFP #5775**
CONTRACT PERIOD:	**FUNDING SOURCE:**

MILEAGE

INSTRUCTIONS: Itemized budgeted amount for Mileage.

	PROGRAM(S)							
	Ambulance							**TOTAL**
# OF EMPLOYEES								-
X # OF MILES PER MONTH/EMP								-
X # OF MONTHS								-
= TOTAL # OF MILES	-							-
X RATE PER MILE								
MILEAGE TOTAL	-							-

TRANSPORTATION

INSTRUCTIONS: Itemized budgeted amount for Transportation.

	PROGRAM(S)							
	Ambulance							**TOTAL**
ITEM:								-
								-
								-
								-
								-
								-
TOTAL TRANSPORTATION	-							-

SUPPLEMENTAL BUDGET INFORMATION
TO EXHIBIT C

CONTRACTOR:	RFP #5775
CONTRACT PERIOD:	FUNDING SOURCE:

INSURANCE

INSTRUCTIONS: Itemize COVERAGE below:

TYPE OF INSURANCE AND MINIMUM REQUIREMENTS (See Exhibit B for Requirements)	COMPANY NAME	AMOUNT OF COVERAGE	EXPIRATION DATE
Premises and Automobile Public Liability		PREMISIS AUTO	
Property Damage			
Fire/Theft Insurance on Equipment purchased with County Funds.			
Professional Liability Insurance written on a claim basis			
Fidelity Bonding			
Worker's Compensation			
		TOTAL COST	

	PROGRAM(S)						
	Ambulance						TOTAL
TOTAL INSURANCE							-

SUPPLEMENTAL BUDGET INFORMATION
TO EXHIBIT C

CONTRACTOR:	**RFP #5775**
CONTRACT PERIOD:	**FUNDING SOURCE:**

SPACE COSTS AND RENTAL

INSTRUCTIONS: Itemize budgeted amount for SPACE COSTS and RENTAL below. Complete this section even if no County costs are budgeted.

	PROGRAM(S)						
	Ambulance						**TOTAL**
SITE ADDRESS							
# of Square Feet Occupied							0
X Price Per Sq. Foot							
= Rent	-						-
X # of Months =							0
Total Space Cost/Rental	-						-

PLEASE INDICATE IF YOUR AGENCY IS PURCHASING ANY OF THE ABOVE FACILITIES. YES_____ NO_____
IF YES, PLEASE INDICATE WHICH FACILITY(IES).

SUPPLEMENTAL BUDGET INFORMATION
TO EXHIBIT C

CONTRACTOR:	**RFP #5775**
CONTRACT PERIOD:	**FUNDING SOURCE:**

CONSUMABLE SUPPLIES

INSTRUCTIONS: Itemize budgeted amount for CONSUMABLE SUPPLIES. If you use a formula, please indicate below:

	PROGRAM(S)							
	Ambulance							**TOTAL**
ITEM:								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
TOTAL CONSUMABLE SUPPLIES	-							-

SUPPLEMENTAL BUDGET INFORMATION
TO EXHIBIT C

CONTRACTOR:	**RFP #5775**
CONTRACT PERIOD:	**FUNDING SOURCE:**

EQUIPMENT RENTAL/LEASE/PURCHASE

INSTRUCTIONS: Itemize budgeted amount for EQUIPMENT RENTAL/LEASE/PURCHASE (including minor equipment).

	PROGRAM(S)							
CATEGORY	Ambulance							**TOTAL**
RENTAL/LEASE: Item:_____ Amt. per Mo. _____ # of Mos._____ Total_____	-							-
RENTAL/LEASE: Item:_____ Amt. per Mo. _____ # of Mos._____ Total_____	-							-
PURCHASE, LEASE OPTION TO PURCHASE Item:_____ Amt. per Mo. _____ # of Mos._____ Total_____	-							-
TOTAL EQUIPMENT RENTAL LEASE/PURCHASE	-							-

SUPPLEMENTAL BUDGET INFORMATION
TO EXHIBIT C

CONTRACTOR:	**RFP #5775**
CONTRACT PERIOD:	**FUNDING SOURCE:**

FIXED ASSETS/MINOR EQUIPMENT

Instructions: Fixed Assets: Itemize all equipment purchases and lease option agreements. Equipment, as a result of purchase or exercise of a lease option, with a value of $5,000 or more and/or a life of one year or more in non-expendable and the title vests in the County of San Diego and/or funding sources. Contractor is responsible for inventory control, recordkeeping, pickup and return of assets to the County.
Minor Equipment: Equipment costing less than $5,000.

	PROGRAM(S)							
	Ambulance							**TOTAL**
FIXED ASSETS:								-
								-
								-
								-
								-
								-
								-
MINOR EQUIPMENT								-
								-
								-
								-
								-
								-
TOTAL FIXED ASSETS/ MINOR EQUIPMENT	-							-

SUPPLEMENTAL BUDGET INFORMATION
TO EXHIBIT C

CONTRACTOR:	**RFP #5775**
CONTRACT PERIOD:	**FUNDING SOURCE:**

UTILITIES/TELEPHONE

INSTRUCTIONS: Itemize budgeted amount for UTILITIES/TELEPHONE:

	PROGRAM(S)							
	Ambulance							**TOTAL**
UTILITIES:								-
Gas & Electric								-
Water								-
Total Utilities	-							-
TELEPHONE:								
Total Telephone								-
TOTAL UTILITIES/TELEPHONE	-							-

FOOD - RESIDENTIAL FACILITIES ONLY

INSTRUCTIONS: Itemize budgeted amount for FOOD.

	PROGRAM(S)							
	Ambulance							**TOTAL**
FOOD:								-
								-
								-
TOTAL FOOD	-							-

SUPPLEMENTAL BUDGET INFORMATION
TO EXHIBIT C

CONTRACTOR:	RFP #5775
CONTRACT PERIOD:	FUNDING SOURCE:

INDIRECT COST (FEDERAL APPROVED RATE)

INSTRUCTIONS: Provide information on the Federally approved Indirect Rate charged to this contract. Attach a copy of the approved document.

	PROGRAM(S)							TOTAL
	Ambulance							
INDIRECT COST								-

OTHER COSTS

List all other costs not identified above, including description and cost. For out of town travel, include transportation, plus lodging costs, times number of employees, times number of days, equals total trip cost.
Itemization must be specific - rather than using the terms "etc." or "miscellaneous" to identify Other Cost items.

	PROGRAM(S)							TOTAL
	Ambulance							
Cost Item:								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
TOTAL OTHER COSTS	-							-

AUTHORIZED SIGNATURE

DATE