



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, CA 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6454

May 15, 2008

REQUEST FOR PROPOSALS (RFP) NO. 3020
HEALTH AND HUMAN SERVICES
ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR ZONE 2 RURAL AND
OTAY MESA

The County is seeking a Contractor or Contractors: to assist the County in providing Advanced Life Support (ALS) Ambulance Services in the unincorporated areas of San Diego County inclusive of Zone 2, Rural and Otay Mesa and surrounding areas. The successful offeror shall provide all management, personnel, facilities, equipment, materiel, fuel and supplies for Advanced Life Support (ALS) ambulance services within the Zone 2 Service Area.

Additionally, the service provider shall provide dispatch, billing, and data support services, interface with fire department first responders, facility medical education services, and shall participate in quality management activities. The service area includes the unincorporated areas of Alpine, Boulevard, Campo, Crest, Harbison Canyon, and San Diego Rural.

The initial contract term will be for a period of one year November 1, 2008 and continuing through June 30, 2009 with four (4) one year County options through June 30, 2013.

PROPOSALS ARE DUE 3:00 PM, FRIDAY JUNE 27, 2008 AT THE RECEPTION DESK AT THE DEPARTMENT OF PURCHASING AND CONTRACTING AT 100 WILLOW CREEK ROAD, SUITE 150, SAN DIEGO, CA 92131-1899.

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

Potential offerors are encouraged to attend a pre-proposal conference on May 29, 2008, at the Purchasing and Contracting Training Room between 2:00 and 4:00 PM. Questions and requests for clarification related to definition or interpretation of this RFP may be presented at this conference or shall otherwise be requested in writing.

This RFP package includes:

- Cover Page (P&C 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.
- Proposal Terms and Conditions
- Submittal Requirements

- Draft Pro Forma contract, which includes:
 - Exhibit A “Statement of Work”
 - Exhibit B “Insurance”
 - Exhibit C “Pricing”
- Attachments (if needed)

This will be a competitively negotiated procurement. The County may decide to award contracts without negotiation; therefore, Offeror’s shall submit their best proposal initially. The County reserves the right to award contracts to the Offeror submitting the proposal determined to be most advantageous and in the County’s best interest, price and other factors considered.

Questions and requests for clarification related to definition or interpretation of this RFP shall be requested in writing prior to June 2, 2008 at 5:00 PM those received after this date may not be answered at the discretion of the County. Questions should be submitted in writing by e-mail (preferred), fax or mail, to:

Questions – RFP 3020

By e-mail:

Alan.Landers@sdcounty.ca.gov

By facsimile

858-715-6454

By US Mail:

County of San Diego, Office of Purchasing and Contracting
Attn: Alan D. Landers, Sr. Procurement Contracting Officer
10089 Willow Creek Road, Suite 150, Mail Stop O32
San Diego, CA 92131-1699

This solicitation is available for download from the County’s Internet site at www.sdcounty.ca.gov.

- Under Quick Links - Select “BuyNet”. If already registered select:
- Select “Requests for Bids and Proposals”
- Select the RFP Number to access the files.
- If not yet registered please follow the instructions and register under UNSPSC code 921019.0200

It is the offeror's responsibility to check for addenda on the web site. The County cannot notify those who download solicitation documents from the web site of changes or addenda. The master copy of the bid or proposal documents offered for electronic download shall be considered the original. If you are unable to download this document, you may contact Contract Clerical Support at (858) 537-2500 and a hard copy will be mailed to you.

If you have any questions or comments regarding this solicitation, please contact Alan D. Landers, Sr. Procurement Contracting Officer at 858-537-2546 or by email at Alan.Landers@sdcounty.ca.gov

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM: ADL:

MAIL OR DELIVER YOUR PROPOSAL TO:
County of San Diego, Office of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, Mail Stop O32
San Diego, CA 92131-1699

FOR INFORMATION, PLEASE CALL
Alan D. Landers, Sr PCO: (858) 537-2546;
FAX: (858) 715-6554; E-MAIL ADDRESS:
Alan.Landers@sdcounty.ca.gov

Proposals shall be **received** at the above address
prior to **3:00 PM LOCAL TIME, August 18, 2004**

REQUEST FOR PROPSAL
ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR ZONE 2 RURAL AND OTAY MESA

The successful offeror shall provide all management, personnel, facilities, equipment, materiel, fuel and supplies for Advanced Life Support (ALS) ambulance services within the Zone 2 Service Area.

Additionally, the service provider shall provide dispatch, billing, and data support services, interface with fire department first responders, facility medical education services, and shall participate in quality management activities. The service area includes the unincorporated areas of Alpine, Boulevard, Campo, Crest, Harbison Canyon, and San Diego Rural.

The initial contract term will be for a period of one year November 1, 2008 and continuing through June 30, 2009 with four (4) one year County options through June 30, 2013.

PRE-PROPOSAL CONFERENCE AND RFP QUESTIONS

There will be a pre-proposal conference on May 29, 2008, at the Purchasing and Contracting Training Room between 2:00 and 4:00 PM. **Questions received after** June 2, 2008 at 5:00 PM may not be answered, at the discretion of the County. An addendum will be issued in response to questions, which will only be available by downloading from Buynet.

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

Offeror hereby acknowledges receipt the RFP 3020 and Addenda Number 1 through [].

OFFEROR INFORMATION:

Firm Name:
Street:
City/State/Zip:

Offer Date

Phone No: () Fax No: ()

E-Mail Address:

AUTHORIZATION FOR OFFER (**Must be signed**):

By: _____
Signature

Name:

Title:

Contact Person: Name:
(If other than above)
Title:E-Mail Address:

Phone No: ()

FAX: ()

NOTE: RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 10089 Willow Creek Road, Suite 150, San Diego, CA 92131 or by downloading from the department's Web site "Buynet II" 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.

**COUNTY OF SAN DIEGO
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with bid or proposal.

1 NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 2.

2 BUSINESS REPRESENTATION

2.1 DEFINITION OF A 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).

2.2 REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

(Mark all applicable blanks). This offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 1.1.

I am currently certified by (Government. Agency)

Certification #:

3 CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that it or any of its officers:

- 3.1** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 3.2** Have not 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
- 3.3** Are not 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 3.2 of this certification; and
- 3.4** **Have** not within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 3.5** Are not 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 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 bid or proposal, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of (date) ."

5 CERTIFICATE OF INDEPENDENT PRICING

- 5.1** By submission of this bid or proposal, 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:
- 5.2** The prices in this bid or proposal 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 bidder or offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements: and
- 5.3** Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or 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 bidder or offeror or to any competitor; and
- 5.4** No attempt has been made or will be made by the bidder or proposal to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

6 TAX IDENTIFICATION NUMBER

(Corporations) Federal Tax I.D. #

CERTIFICATION:

The information furnished in Paragraph 1 through 6 is certified to be factual and correct as of the date submitted.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR BIDS OR PROPOSALS
Purchasing and Contracting Representations and Certifications Form (P&CREP&CERTSFRM)

SUBMIT THIS COMPLETED FORM AS THE COVER PAGE OF EACH PROPOSAL

COUNTY OF SAN DIEGO RFP 3020
**ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR ZONE 2 RURAL AND OTAY
MESA
RFP TERMS AND CONDITIONS**

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 under NOTICES on the Request for Bid or Proposals page.
- 1.3 Diligence Material, if provided, is subject to the following disclaimer: 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 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.
- 1.10 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.
- 1.11 The Office 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 10089 Willow Creek Road, Suite 150 or by downloading from the department's Web site "BuyNet" at <http://63.200.213.30/cnty/cntydepts/general/prchcntr/newfctns.hts>. 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.

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- 2.4 Unless otherwise specified proposals shall be on 8-1/2" x 11" white bond paper with no less than 1/2" margins and ten (10) 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 table of contents listing, by page number and all other contents of the Proposal shall be submitted after the Representations and Certifications form.
 - 2.5.4 The proposal shall be in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable question or requirement.
 - 2.5.5 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.
 - 2.5.6 All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers and names of contacts provided in the Proposal.

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 "Evaluation and Submittal Requirements" may authorize the use of Presentations as a primary method of presenting the offerors proposal. The Committee may invite each Offeror to make a presentation to the County at a date, time and location determined by the County. The purpose of such presentations would be to allow the Offerors to present their proposed solutions to the County and the key points in their Proposals will be evaluated by a Source Selection Committee (SSC).
- 3.3 The evaluation to determine the competitive range shall use the non-exclusive list of criteria contain in "Evaluation and Submittal Requirements".
- 3.4 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.
- 3.5 It is in the best interest of the County to have a balanced contract portfolio and will be considered in the 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 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 required, Offerors are advised to submit complete information in the Proposal.
- 3.7 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.
- 3.8 Best and Final request will be issued at the conclusion of negotiations and may contain additional selection discriminators. The Source Selection Committee shall review best and finals responses and make an award recommendation to the SSA.

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- 3.9 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 whose 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 9. 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 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.
- 8 COUNTY COMMITMENT**
- 8.1 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.
- 8.2 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.
- 8.3 The County reserves the right to terminate this RFP at anytime prior to contract execution.
- 8.4 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.
- 9 LATE, MODIFIED, OR WITHDRAWN PROPOSAL**
- 9.1 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
- 9.1.1 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
- 9.1.2 It is the only Proposal received.
- 9.2 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.
- 9.3 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 o contract award.
- 10 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.

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- 11 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.
- 12 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 website.
- 13 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.**
- 14 PROTEST PROCEDURE.** County policy 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.
- Protests must be submitted to the Director of Purchasing and Contracting within five (5) days of posting of notice of contract award in accordance with Board of Supervisor's Policy A-97 titled "Protest Procedure for Award of Contracts." 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.sdcountry.ca.gov/> under the Clerk of the Board's page.
- 15 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.
- 16 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.
- 17 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).
- 18 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.
- 19** Timing and sequence of events resulting from this RFP shall ultimately be determined by the County.

The proposal should give clear, concise information in the order presented below to allow an evaluation based on these requirements. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation. The expectation is that those proposals considered for contract award may exceed the minimum requirements.

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All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement. Submit an *original and 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 Word format containing the Offeror's proposal.

Each proposal will be evaluated individually on its own merits.

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EVALUATION AND SUBMITTAL REQUIREMENTS

The submittal requirements listed below are in descending order of importance by paragraph, not subparagraphs, and will be weighted in the evaluation of the Offeror's written and oral proposals accordingly. The proposal should give clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on these requirements. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation. An Offeror must, therefore, be acceptable in all areas to be eligible for award of a contract. The expectation is that those proposals in the competitive range and considered for contract award will exceed the minimum requirements.

All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement. **Submit the proposal files on a CD, PLUS an original and eleven (11) copies prior to the date and time specified in the cover letter and PC600 form.** Each proposal submitted by an Offeror will be evaluated individually on its own merit. Proposal submission is limited to a maximum of fifty (50) pages, excluding section 3, Fiscal.

To assist in clearly describing how the work specified in the Performance Work Statement will be accomplished, samples, literature, program description attachments such as flow charts, tables, and other graphic aids and other materials supporting the program description may be submitted as appendices to the proposal. Attachments must be limited to a maximum ten (10) pages. However, all appendices must be in a separately bound volume(s). It is good practice, if you choose to provide the extra volume(s), to include information in your proposal that tells the evaluators what items they should look for in the extra volume(s) 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.

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) services as described in Exhibit A "Statement of Work", or comparable services 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) ambulance service in a large rural and/or large unincorporated area.
- 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. 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.
- 1.1.7. Provide evidence of a current administrative workforce capable of program development to at least the existing level of service.
- 1.1.8. Provide evidence of current billing services staff.
- 1.1.9. 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 service with other organizational

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EVALUATION AND SUBMITTAL REQUIREMENTS

- divisions, services and sections that indicates the lines of organizational management, authority and responsibility.
- 1.2.2. Staffing Chart: Provide a staffing chart that describes the Offeror's proposed services and identifies direct service staff positions (by name and title, if known) and reporting responsibility. (NOTE: Offeror may combine both the organizational and staffing charts, as long as all of the requested information in both sections is presented.).
 - 1.2.3. Hiring Schedule and Training Plan - Provide a hiring and training schedule for staff not yet selected, who will be performing direct services. All key staff must be hired within 30 days of contract execution. Also, provide the proposed training plan for any replacement staff performing direct services that may need to be hired throughout the contract term. Include the various types of trainings and competencies (see SOW 6), and discuss if the trainings will be performed by the Offeror or another entity.
 - 1.2.4. Job Descriptions - Provide job descriptions for all service staff positions in the Organization (including all administrative, support and direct service staff) positions by 1) position title and requirements which may include linguistic skills, cultural skills, education, experience, certifications, licenses, and accreditations; 2) position description including range of authorities, reporting responsibilities, 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.
 - 1.2.5. Staff Resumes: Provide brief resumes for all administrative and direct service 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 in the Statement of Work. 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 or home addresses and phone numbers, etc.**
 - 1.2.6. Bilingual Capability: Identify specific direct service staff that is able to provide bilingual/bicultural services to individuals who prefer to communicate in Spanish or the other common non-English languages spoken in San Diego. If this capability does not currently exist, refer to the appropriate job description that will ensure this capability, and/or describe alternate methods to ensure that language appropriate services are available.
- 1.3. County 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. Litigation – Provide a description of any 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.
 - 1.5. References – Provide a minimum of three (3) business references for the Offeror's most relevant services 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:

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- 1.5.1. Reference organization's name and purpose.
- 1.5.2. Reference organization's address, phone, and fax numbers.
- 1.5.3. Contact persons representing the reference organization, title, phone and fax numbers, and e-mail address. The referenced contact persons must be familiar with the Offeror and the Offeror's relevant experience and performance.
- 1.5.4. Brief statement of the person's or organization's relationship to the Offeror and the period of the relationship.
- 1.5.5. A summary narrative of the applicable work provided; fee and contract term for the work; if the 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.
- 1.5.6. If previous work was not similar, list three (3) references who can attest to your competency.
- 1.6. Subcontracts or Memorandum of Agreement Linkages. If subcontractors or other organizations under a formal and informal Memorandum of Agreement are proposed to be used to meet service requirements through subcontract or other formal or informal agreement (including volunteer services), provide the following information:
 - 1.6.1. Fully identify the subcontractor(s) or other organization(s) if known at the time of proposal submission, and describe, in accordance with the appropriate experience requirements specified above, the experience of each subcontractor or other organization in meeting the specific service requirements.
 - 1.6.2. Describe the specific service requirements to be met by the subcontractor or other organizations.
 - 1.6.3. Specify the type of contract or agreement and whether or not the subcontractor or other organization has committed to the contract or agreement.
 - 1.6.4. 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 and provide a draft schedule for soliciting, selecting and subcontracting the organizations. Include this also in the Implementation Plan requirement in paragraph 2.7 below.
- 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 3.5 of the Representations and Certifications form.

2. Service Description

Provide a description for the proposed service, in a maximum of *twenty-five (25)* pages outlining **HOW** the Offeror will perform the requirements of Exhibit A – Statement of Work (SOW) 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 Exhibit A. Descriptions for each work component should be in the same sequential order as listed in Exhibit A: label each description with the appropriate Paragraph number from Exhibit A. 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:

- 2.1. Process Objectives – Contractor shall provide ALS ambulance service to the areas 24 hours per day seven days per week, respond to all calls via the dispatch system and meet the community standard for

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response times within the County. This does not preclude the possibility of Mutual Aid should the needs of the area require it.

- 2.2. Service Description – Provide in detail the specific services, methods and procedures to be provided to ensure the effective establishment and implementation of services to be provided by your proposal.
- 2.3. Performance Management Process - Describe the internal performance management process the organization will use to ensure that program performance standards and outcomes are achieved.
- 2.4. Quality Assurance Plan - Provide a quality assurance plan that supports the proposed service. Include a description of how the Offeror will ensure the quality of ancillary service providers. The quality assurance plan should include at a minimum, the following:
 - 2.4.1. Describe how the proposed plan will address a comprehensive quality assurance program capable of monitoring its performance.
 - 2.4.2. Describe how the Offeror’s quality assurance program will identify and respond to problems.
 - 2.4.3. Describe how the Offeror’s quality control monitoring procedures will be tracked and reported.
- 2.5. Implementation Plan – Provide an action plan for service implementation. Include a Gantt chart (or a similar type of chart), with start dates and completion dates for all the actions leading up to a fully functioning services. The chart should show actions required, strategies employed, responsibilities (persons, organizations, agencies), dependencies (actions which must be completed before subsequent actions may be initiated or completed), 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 November 1, 1008.

3. 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, on budgets for individual regions, linked proposals, or a combination of the two. Offerors are cautioned that awards may or may not be awarded within these areas or within the stated estimated price ranges.

- 3.1. Exhibit C – Payment Schedule. Contracts will be paid on a fixed price basis. Offeror shall complete and provide a separate Exhibit C – Payment Schedule, for the period November 1, 2008 through June 30, 2010 and for the two additional two-year extension options.
- 3.2. Exhibit D – Line Item Description/Justification. Provide a completed Exhibit D – Line Item Description/Justification supporting Exhibit D for the initial term of the contract (November 1, 2007 through June 30, 2010 (1 year, 8 months). Exhibit C will be used for evaluation purposes only.
- 3.3. 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. Contractor shall have the ability to provide assurance that the system is in accordance with generally accepted accounting principles and applicable Office of Management Circulars such as OMB A-122 Cost Principles for Non-Profit Organizations (A-122). 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.
- 3.4. 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.

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- 3.5. Fiscal Management Process. 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.
- 3.6. Financial Information.
- 3.6.1. Offeror shall provide documentation that the organization has sufficient reserves to maintain the program for sixty (60) days. Documentation may include cash and/or credit reserves. In addition, the Offeror shall provide the following information for the last three (3) fiscal years:
- 3.6.1.1. Audited financial statements with the applicable notes;
- 3.6.1.2. Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards;
- 3.6.1.3. Independent Auditor's Statement of Findings and Questioned costs.
- 3.6.2. Offeror shall submit documentation that it meets solvency standards and shall state its intention to meet those standards throughout the contract period.

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[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

- B. ***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.]***
- C. ***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.]***
- D. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- E. 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.
- F. ***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.]***
- G. 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. 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

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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

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- 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.

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. ***[Staff Instructions: For Fixed Price contracts for information technology or data systems or which include the purchase of large quantities of fixed assets or valuable fixed assets and the depreciation of the assets will be invoiced to the County, please consult with P&C to develop a more specific disentanglement pricing schedule.]*** 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, Paragraph 4.1.3; (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, Paragraph 7.1. 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, Paragraphs 7.1 and 7.4; (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, Paragraphs 7.1 and 7.4 (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

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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 Licenses to Proprietary Software ***[NOTE - only include this paragraph in software agreements. Also, insure that this is consistent with Licenses in Master Agreement.]***

For any software programs developed for use under County's contract, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County (or other service provider, as the case may be), at no charge to County, to use, copy, and modify, all Contractor Underlying Works and Contractor Derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the Services as the same might exist at the time of Disentanglement. Contractor shall also provide County with a copy of each such program, in such media as requested by County, together with object code, source code, and appropriate documentation. Contractor shall also offer to County the right to receive maintenance (including all enhancements and upgrades) and support with respect to such Contractor Underlying Works and Contractor Derivatives for so long as County requires, at the best rates Contractor is offering to other major customers for services of a similar nature and scope.

3.3.4 Return, Transfer and Removal of Assets

3.3.4.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.4.2 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.

3.3.5 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.

3.3.6 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.

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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 is in Exhibit C and the compensation is on the signature page. The County is precluded from making payments prior to receipt of services (advance payments). Invoices are subject to the following requirements:

4.1 Fiscal

County will pay Contractor the agreed upon price, pursuant to the Payment Schedule in Exhibit C for the work specified in Exhibit A, Statement of Work. ***[include all state or other funding source requirements].***

4.1.1 Accounting System And Fiscal Monitoring. Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion.

4.2 Invoices and Payment.

4.2.1 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

4.2.2 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].***

4.2.3 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.

4.2.4 Prompt Payment for Vendors and Subcontractors

4.2.4.1 Prompt payment for vendors and subcontractors.

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- 4.2.4.1.1 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.
- 4.2.4.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.2.4.1.1 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.
- 4.2.4.2 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:
- 4.2.4.2.1 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.
- 4.2.4.2.2 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 4.2.4.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;
- 4.2.4.2.3 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.
- 4.2.4.3 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 4.2.4.2.1 of this Agreement and shall follow Paragraph 4.2.4.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.2.4.4 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.
- 4.2.5 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:

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- 4.2.5.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.2.5.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
- 4.2.5.3 Default. Contractor was in default under any terms and conditions of this Agreement.
- 4.2.6 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.
- 4.2.7 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.
- 4.2.8 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.
- 4.2.9 Maximum Price. During the performance period of this Agreement, the maximum price for the 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")

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- 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 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 10 days from the date the notice is

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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 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:
- 7.4.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.4.2 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.
 - 7.4.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.4.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:

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- 7.4.4.1 Improperly submitted claims, or
 - 7.4.4.2 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.4.4.3 Any breach of any term or condition of the Agreement, or
 - 7.4.4.4 Any actions under any warranty, express or implied, or
 - 7.4.4.5 Any claim of professional negligence, or
 - 7.4.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.5 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.
- 7.6 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.
- 7.7 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.

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

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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.

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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: [Note: Other Policies May Apply for Certain Types of Services, and may be added]

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 undocumented 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.

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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

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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.
- 9.2 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

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- 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

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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 Accounting Office.

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

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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 confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement and then only to persons having responsibilities under the Agreement, including those furnishing services to Project under subcontract. County and Contractor agree that all information and records obtained in the course of providing services to project clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. However, at County's request, Contractor shall permit County access to all records and information

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regarding the project and confidentiality shall not be a bar to County's access to all records and information.

- 13.4 Maintenance Of Records. Contractor shall maintain and keep available all records within the County of San Diego for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition.
- 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. Contractors 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

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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..

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- 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 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 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.

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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 13.4 "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 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 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 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.

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16.22Health 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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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 **or adjustment factor identified.** Unless County notifies Contractor in writing, not less than 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 unilateral Agreement amendment 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

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COUNTY OF SAN DIEGO

[CONTRACTOR NAME]

By: _____

WINSTON F. McCOLL, Director,
Department of Purchasing and Contracting

By: _____
Name and Title

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY [use only for Agreements > \$100,00, or where the std form is modified]

By: _____ Date: _____
Senior Deputy County County.

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EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

Contractor shall provide all management, personnel, facilities, equipment, materiel, fuel and supplies for Advanced Life Support (ALS) ambulance services within the Zone 2 Service Area. Additionally, the service provider shall provide dispatch, billing, and data support services, interface with fire department first responders, facility medical education services, and shall participate in quality management activities.

A detailed map of the area to be served may be found in appendix 1.

2. Background Information

The Zone 2 Rural Service Area began Paramedic services on October 1, 1994 through the administration of the Grossmont Hospital District. As of October 31, 2001, the contract between the Grossmont Hospital District Board and the County was discontinued, and the County assumed the responsibilities and administration of the Zone 2 Rural Service Area. The service area includes the unincorporated areas of Alpine, Boulevard, Campo, Crest, Harbison Canyon, and San Diego Rural.

- 2.1 The transport statistics for the Zone 2 Rural Service Area for calendar year 2007 are 2257 persons. The region covers more than 1,000 square miles of rural, mountainous geography and is inhabited by approximately 40,583 people based on the latest information (2005) from SANDAG.

On May 2, 2000, the County Board of Supervisors authorized the issuance of a Request for Proposal (RFP) to provide ALS paramedic services to the facilities operated by the Sheriff and County of San Diego located in Otay Mesa and the Sheriff transferred these responsibilities to the Health and Human Services Agency (HHS), Emergency Medical Services Branch (EMS). The unincorporated Otay Mesa Service Area was approved and was integrated into the Grossmont Hospital District Zone 2 Rural Service Area and on November 1, 2001 was integrated into the Zone 2 Service Area when the County assumed the responsibilities and administration of Zone 2 Otay Mesa Service Area. This service area includes all of the unincorporated Otay Mesa Service Area including the Sheriff George Bailey Detention Facility, Correctional Corporation of America, State of California Department of Corrections, R.J. Donovan Correctional Facility, and future correctional facilities planned for the San Diego County Sheriff and Probation Departments.

- 2.2 The transport statistics for the Zone 2 Otay Mesa Services Area for calendar year 2007 is 969 persons. The total number of inmate capacity is approximately 6,770 for all facilities combined. The nearest hospital with an Emergency Department is over 15 miles away in the city of Chula Vista and the nearest Trauma Center is over 20 miles away in San Diego.

3 Goals and Outcomes

- 3.1 Goals: Contractor shall provide ALS ambulance services to Zone 2 Exclusive Operating Area (EOA). The ALS services shall be on a 24 hours per day, 7 days per week basis. Primary ambulances which provide the services must be located within the boundaries of the EOA. This does not preclude the possibility of Mutual Aid should the needs of the area require it.

3.2 Outcome Objectives

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- 3.2.1 Minimum service level shall be at least the equivalent to four (4) ALS units ready, at all times, to perform service in the area defined in Appendix 1. One ALS ambulance shall be dedicated to the Zone 2 Otay Mesa Service Area, and shall be housed at the George Bailey Detention Facility provided by County Sheriff. Additional platforms are at the discretion of the contractor.
- 3.2.2 Units shall be staffed by at least two (2) licensed Paramedics accredited to practice in San Diego County at all times, except in areas where there are ALS First Responder Units, units shall be staffed by at least one (1) Paramedic and one (1) Emergency Medical Technician (EMT-B) accredited in San Diego County, at all times.
- 3.2.3 Units must be ready within 30 minutes of scheduled shift changes. Units not ready within 30 minutes of the scheduled shift change, or at any time, will constitute a violation of this requirement.
 - 3.2.3.1 If contractor's unit is not ready within 30 minutes, and the ALS First Responder agency in the area must send a paramedic to the scene, the cost of that dispatched unit and staff shall be reimbursed by Contractor to the responding agency.
- 3.2.4 BLS units shall provide move up ambulance services according to the following deployment plan:
 - 3.2.4.1 Zone 2 Rural
 - 3.2.4.1.1 If all three (3) Zone 2 Rural ALS ambulances are available, the available units shall remain at their assigned stations.
 - 3.2.4.1.2 If only two (2) Zone 2 Rural ALS ambulances are available, the available units shall remain at their assigned stations
 - 3.2.4.1.3 If only one (1) Zone 2 Rural ALS ambulance is available, the available unit shall remain at its assigned station. Contractor shall respond a Basic Life Support (BLS) back-up unit to the Zone 2 Rural service area. The back-up unit shall be assigned to cover the most populated uncovered portion of the service area. The BLS back-up unit shall remain in service until an additional Zone 2 Rural ALS unit becomes available.
 - 3.2.4.1.4 If there are no Zone 2 Rural ALS ambulances available, Contractor shall provide a BLS back-up unit to remain in the service area until two (2) Zone 2 Rural ALS ambulances become available. If the BLS back-up unit is called to respond within the service area, Contractor shall respond a second BLS back-up unit.
 - 3.2.4.2 Zone 2 Otay Mesa
 - 3.2.4.2.1 If the ALS ambulance (Medic 65) in the Zone 2 Otay Mesa is needed for patient transport, Contractor shall immediately respond a back-up BLS ambulance to cover the area until the ALS ambulance returns to the service area.

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EXHIBIT A – STATEMENT OF WORK

- 3.2.4.2.2 Contractor shall transport patients from the Zone 2 Otay Mesa Service Area to the requested hospital facility when appropriate.
- 3.2.4.2.2.1 Law enforcement personnel shall escort all inmates transported from the Zone 2 Otay Mesa service area.
- 3.2.4.2.2.2 Transports of inmates shall continue without stops for any reason other than catastrophic mechanical breakdowns. No additional individuals or patients shall be allowed access to inmates except under the direct order and supervision of detention law enforcement personnel accompanying that inmate

3.2.5 Contractor shall be in compliance with all the requirements of the California Highway Patrol, and will be permitted under the San Diego County Ambulance Ordinance. Each vehicle shall be properly licensed and insured as required by the Department of Motor Vehicles.

3.3 Process Objectives

- 3.3.1 Within the Zone 2 Rural and Otay Mesa Service Areas, the Contractor shall respond to all calls for medical aid made via the dispatch system, and shall meet the community standard for response times within the County.
 - 3.3.1.1 The community standard is a maximum response time for the Zone 2 Rural Service Area is 30 minutes or less 90% of the time for all medical aid calls dispatched.
 - 3.3.1.2 The community standard is a maximum response time for the Zone 2 Otay Mesa Service Area is 10 minutes or less 90% of the time.
- 3.3.2 Exemptions from the standard described in paragraph 3.3.1. above, may be available for the following circumstances:
 - 3.3.2.1 If a call for medical aid is downgraded from a Code 3 response, the response time standards shall not apply, however, the Contractor shall respond to such a downgraded call immediately.
 - 3.3.2.2 Mutual Aid calls originating outside the primary service area require the contractor's best efforts for appropriate response.
 - 3.3.2.3 Any unusual circumstances beyond the Contractor's control, including weather conditions, including heavy rain or fog, or disasters, or periods of very high demand on the system.
 - 3.3.2.4 Second arriving unit or more to a single incident.
 - 3.3.2.5 Unannounced road closures.

- 3.3.2.6 Fire Responses.
 - 3.3.2.7 Traffic due to the incident
 - 3.3.2.8 Gated community, if gate is not operable or no access.
 - 3.3.2.9 Dispatch errors.
 - 3.3.2.10 Incorrect or inaccurate dispatch information received from the calling party or 9-1-1 public safety answering point.
 - 3.3.2.11 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.
 - 3.3.2.12 Other circumstances identified and agreed to by Contractor, County Administrator, and appropriate Operations Chief(s).
- 3.3.3 Chute time for the ALS ambulance leaving the station shall not be greater than the chute time standard established for the first responders within the Zone 2 Service Area.

4 Definitions

- 4.1 “Advanced Life Support (ALS)” shall mean specialized services designed to provide definitive prehospital medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Base Hospital, as part of the local EMS system (Health and Safety Code 1797.52).
- 4.2 “Agreement” shall mean this County contract.
- 4.3 “Ambulance” shall mean a motor vehicle arranged and equipped according to California Highway Patrol, and San Diego County EMS policies and specifications in accordance with the San Diego county Ambulance Ordinance.
- 4.4 “Basic Life Support (BLS)” shall mean emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognition of respiratory and/or cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim is turned over to a higher level of care (Health and Safety Code Section 1797.60).
- 4.5 “C.A.D.” shall mean Computer Aided Dispatch system.
- 4.6 “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.
- 4.7 “Compatible” shall mean legal entity that has entered into an agreement with the County to provide the services and equipment described herein.

- 4.8 “County” shall mean the County of San Diego, CA.
- 4.9 “Contractor” shall mean legal entity that has entered into an agreement with the County to provide the services and equipment described herein.
- 4.10 “EMT”- Basic” shall mean a pre-hospital care provider who is accredited in the County of San Diego to provide Basic Life Support.
- 4.11 “Paramedic” shall mean personnel trained in advanced life support techniques with active California License and current San Diego county accreditation as a pursuant to the California Health and safety Code.
- 4.12 “Response time” is calculated from the time that a dispatch is completed until the time the ambulance arrives at the scene and notifies dispatch of arrival.

5 General Requirements for Service Delivery

- 5.1 The clinical requirements governing this Contract are those specified in State and County rule, regulations, policies, procedures, and protocols, relating to the operation of “ALS Emergency Ambulance.
- 5.1.1 Contractor shall be licensed 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.
- 5.2 Contractor shall provide all resources necessary to accomplish the work requirements of this agreement, and shall be responsible for all maintenance, repairs and replacements of those resources.
- 5.2.1 Ambulance/emergency vehicles:
- 5.2.1.1 Contractor shall provide for daily maintenance of the ambulance vehicles. Daily maintenance shall include, but not limited to, checks of tire pressure and condition, coolant, oil and fuel levels, and electrical system condition.
- 5.2.1.1.1 Contractor shall be responsible for all fuel, maintenance and insurance costs.
- 5.2.1.2 Contactor shall use an automated or manual maintenance program and record keeping system. The records shall be available to the County for analysis and inspection. Such programs shall identify contracts for routine maintenance of both primary and backup vehicles.
- 5.2.2 Contractor shall provide appropriate uniforms and safety equipment for all employees. Uniforms and safety equipment shall include appropriate personal protective equipment and garb, turnouts; flash gear; gloves and helmets.
- 5.3 Contractor shall replace all non-narcotic medications and medical supplies utilized by the first responder units for the care of the patients(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

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EXHIBIT A – STATEMENT OF WORK

describing this process shall be established by Contractor and approved by County within thirty (30) days of signing the contract.

- 5.4 Contractor shall institute a policy and procedure for rotation of first responder medical supplies, to ensure use of supplies prior to expiration date. A written policy describing this process shall be established by Contractor and approved by County within thirty (30) days of signing the contract.
- 5.5 Contractor shall maintain a community and public education program directed toward the residents of the service area. This program shall have as its goals such topics as injury prevention, home safety, seat belt usage, proper utilization of 9-1-1 and the Emergency Medical Services System, and CPR instruction. Contractor shall attempt to foster good will and cooperation between the Contractor and the community at large, including fire first responders, area residents, and other BLS/ALS ambulance providers. Contractor shall respond to requests, when possible, to visibly station the ambulance at or near community events.
- 5.6 Contractor shall obtain prior approval from County for any public information materials and material content used by Contractor relating to these services. In general, all vehicle markings, invoices, public information programs, and other materials shall feature the appropriate Zone 2 agency name.
- 5.7 Contractor shall provide rent payments directly to agencies who will house the ambulance units within their facilities.
- 5.7.1 Contractor shall provide sufficient unit security, safety and housing such that supplies and equipment are secured and controlled pharmaceuticals are double locked.
- 5.7.2 County, through the Sheriff's Department, will provide housing and facilities for the ambulance unit dedicated to the Zone 2 Otay Mesa service area. These facilities will be located on the grounds of the Sheriff.
- 5.8 Contractor shall use patient care equipment that is compatible with standardized ALS First Responder agency equipment in areas where ALS First Responder is available.
- 5.9 Contractor shall notify the County's COTR within 24 hours of any changes in management that may affect the Contractor's ability to comply with the Statement of Work.

6 Staffing Requirements

- 6.1 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-Basic shall be appropriately certified in the State of California.
- 6.2 Contractor shall ensure that its employees adhere to operational protocols and procedures established by the County.

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EXHIBIT A – STATEMENT OF WORK

- 6.3 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 develop policies and procedures specific to the Contractor's operation. County shall be provided with a complete set of these policies and procedures and any updates that occur.
- 6.4 Contractor shall employ and retain sufficient numbers of experienced employees with expertise to operate units at the required service levels. Only on rare occasions shall exceptional circumstances (e.g., labor action, documented occurrence of excessive sick leave usage) cause the Contractor to fail to staff an ambulance called for in the status plan. Contractor shall immediately notify the County of San Diego, HHS, EMS Branch for such an event prior to closing a unit for service.
- 6.5 Contractor shall ensure that employees meet all continuing education, re-licensure, recertification, and accreditation requirements established by the State of California and the County.
- 6.6 Contractor shall ensure that management and supervisory personnel attend appropriate base hospital meetings, "quality assurance/improvement" forums, and other ancillary meetings prescribed by County.
- 6.7 Contractor shall not routinely schedule any EMT-Basic or Paramedic to work continuously more than 48 hours within any 60-hour period.
- 6.8 Contractor personnel shall exhibit professional and courteous conduct at all times. Personnel assigned to fire stations shall work in a harmonious and cooperative manner with fire department personnel and shall adhere to the same fire station rules, to include but not limited to, cleaning, maintenance and sleep schedules as fire personnel. Contractor personnel who are in violation of this provision, upon review of the appropriate documentation by County and Operations Chiefs, shall no longer be assigned within Zone 2.
- 6.9 Contractor shall designate a Paramedic Agency Coordinator, to serve as liaison between the agency/provider, County, base hospital, receiving hospitals, basic life support (BLS) provider agencies, detention facilities and public safety agencies operating within the service area. Additionally, the liaison shall represent the service area to the public and other public service agencies, participate in various planning groups, and have full authority to speak and act on behalf of the Contractor and shall be responsible for the Quality Assurance/Quality Improvement Program. County shall be notified when the Paramedic Agency Coordinator is selected by Contractor.

7 Employment

7.1 Employment of Ex-Offenders: Contractor cannot be and will neither directly, nor on a subcontract basis, employ in connection with this contract:

- 7.1.1 Ex-Offenders on active parole or probation;

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EXHIBIT A – STATEMENT OF WORK

7.1.2 Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code Section 667.5; or

7.1.3 Any ex-felon in a position which provides direct supervision of parolees.

7.1.4 Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:

7.1.4.1 Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and

7.1.4.2 Such ex-offender whose assigned duties are to involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the County or Contractor.

7.2 Background Checks: The County reserves the right to conduct a background check on the Contractor and/or the Contractor’s personnel, as the County deems necessary prior to award or during the term of the contract. The County further reserves the right to terminate the contract should a threat to security be determined.

7.3 Fingerprinting: The Contractor and any employees of the Contractor may be subject to fingerprinting and clearance by the County through the Department of Justice, Bureau of Criminal Identification and Information

7.4 Tuberculosis (TB) Testing: Contractor shall provide documentation if requested, demonstrating compliance with annual TB testing of all employees who are assigned to work with inmates on a regular basis. Regular basis is defined as having contact with inmates in confined quarters more than once a week.

7.5 Contractor and Contractor’s employees shall agree to abide by the CALIFORNIA DEPARTMENT OF CORRECTIONS DIGEST OF LAWS, as written in Attachment 2, if required to enter into an institution.

8 QUALITY ASSURANCE. Contractor shall maintain a comprehensive ALS Quality Assurance and Quality Improvement Program (QA/QI) designed to identify potential or existing clinical, operational, or equipment problems. 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. Contractor shall provide the County with a written comprehensive Quality Management Plan for approval prior to implementation of this agreement.

9 BILLING SERVICES. Contractor shall operate a billing and accounts receivable system for billing of services provided. The services shall be well documented, and records shall be available for inspection and audit.

9.1 Zone 2 Rural

- 9.1.1 Contractor's records shall link payments to the calendar month from which the receivable was accrued and be included in the monthly report.
- 9.1.2 Contractor shall bill each customer agency or client on an individual basis.
- 9.1.3 Contractor shall bill and collect the amount for ALS level transports in accordance with a fee schedule, which is comparable to the usual and customary fees for such services in this region. Rates shall include all ancillary services associated with said services.
- 9.1.4 Contractor may retain all revenues derived from the billing of services provided within the service area.
- 9.1.5 Contractor shall submit to the County within ninety (90) days after the end of each County fiscal year (June 30) financial statements for the Zone 2 rural service area operation for all expenditures and revenues. The information provided by the Contractor will become property of the County and may be released by the County as public information.

9.2 Zone 2 Otay Mesa

- 9.2.1 Contractor's records shall link payments to the calendar month from which the receivable was accrued and be included in the monthly report.
- 9.2.2 Contractor shall provide the community (non inmate services) with fixed rate prices per transport. Rates shall include all ancillary services associated with said services.
- 9.2.3 Contractor may retain all revenues derived from the billing of services provided within the Zone 2 Otay Mesa service area not affiliated with inmate services in accordance with a fee schedule, which is comparable to the usual and customary fees for such services in this region
- 9.2.4 Contractor shall submit to the County within ninety (90) days after the end of each County fiscal year (June 30) financial statements for the Zone 2 Otay Mesa service area operation for all expenditures and revenues. The information provided by the Contractor will become property of the County and may be released by the County as public information.

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

11 Training

- 11.1 Contractor shall maintain a comprehensive on-going driver-training program, as well as mapping training for all staff who work in the area. The contract shall collaborate with the Operations Chiefs of each area in Zone 2 to develop mapping training that is current and updated as changes occur in the area.
- 11.2 Contractor shall participate in on-going disaster and medical operations training with area first responders. Contractor shall use best efforts to provide educational activities for local area first responders
 - 11.2.1 Contractor shall provide training for first responders and to the first aid/medical program personnel at the correctional facilities in the Zone 2 Otay Mesa Service Area designed to upgrade or maintain first responder skills and provide smooth transition of care from first responder to transporting agency.
- 11.3 Contractor shall provide continuing education courses, a minimum of 36 hours per year, to the local area ALS First Responder paramedics.

12 Data Collection and Reporting Requirements

- 12.1 Contractor shall submit the following reports and documents in the timeframe and format described below:
 - 12.1.1 Contractor shall submit the current operating policies and procedures to COTR within fifteen (15) days after contract execution, and all updates and revisions as appropriate.
 - 12.1.2 A Response Time Exception Form shall be submitted to the appropriate Operations Chief for all incidents over the standard maximum response time respective to Zone 2 Rural and Zone 2 Otay Mesa. The form shall be submitted by the fifth day of the month following the incident. The Operations Chiefs and County will be responsible for determining which incidents will be granted an exemption from the response time standard.
 - 12.1.3 Contractor shall provide a quarterly report, reflecting a monthly compilation, to County EMS. This report shall include, at a minimum, a summary of total calls dispatched, total number of completed responses (as defined by dispatchers for which an “on-scene time” can be measured), total transports, total patients transported, and a breakdown of responses by response time by each ambulance. If any jurisdiction is below the 90% criteria established for response time, a corrective action plan shall be submitted for approval to County and the Operations Chief.

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FOR ADVANCE LIFE SUPPORT AMBULANCE SERVICES FOR ZONE 2 RURAL AND OTAY MESA
EXHIBIT A – STATEMENT OF WORK

- 12.1.4 Contractor shall submit a BLS Unit Move Up report to document move-up activity each month and submit to County EMS by the 20th of the following month.
- 12.1.5 Contractor shall ensure that all employees are continuously and appropriately licensed/certified/accredited, and shall maintain a record for review by County EMS.
- 12.1.6 Contractor shall provide the following monthly reports to County of San Diego
 - 12.1.6.1 A listing of all calls to the Service Area
 - 12.1.6.2 A list of Mutual Aid calls into other contracted areas by Zone 2 ambulances.
 - 12.1.6.3 A list of all Mutual Aid calls from other contracted areas into Zone 2.
- 12.1.7 Contractor shall submit to County, within ninety (90) days after the end of each County fiscal year (June 30), financial statements for the operations of the Zone 2 Service Area expenditures and revenues as audited by a Certified Public Accountant. The information provided by the Contractor to the County shall become property of the County and may be released by the County as public information.
- 12.1.8 Contractor shall submit to County an expenditure plan 180 days prior to the start of each two-year contract option period.
- 12.1.9 Contractor shall submit a list of community and public education programs presented within Zone 2 Service Area at the end of the contract year to County EMS and Operations Chiefs.
- 12.1.10 Contractor shall provide additional submittals and reports as required by County.

13 Automation

- 13.1 Contractor shall use the existing County of San Diego EMS program QCS or an alternate program which allows upload of patient care information into the QCS. Deleted: .
- 13.2 Dispatch services for all 9-1-1 calls are currently provided by Heartland Communications. The County EMS Branch will subsidize these dispatch services until June 30, 2010. If contractor chooses to use another entity for dispatching services, the Contractor must be able to ensure that all ambulance and fire apparatus are dispatched simultaneously.
 - 13.2.1 This may necessitate a C.A.D. to C.A.D., to interface with Heartland Communications to facilitate dispatching of ambulances with Fire service apparatus.
 - 13.2.2 If there are additional costs to the system for the use of dispatch center other than Heartland Communications, the cost will be paid by the contractor.

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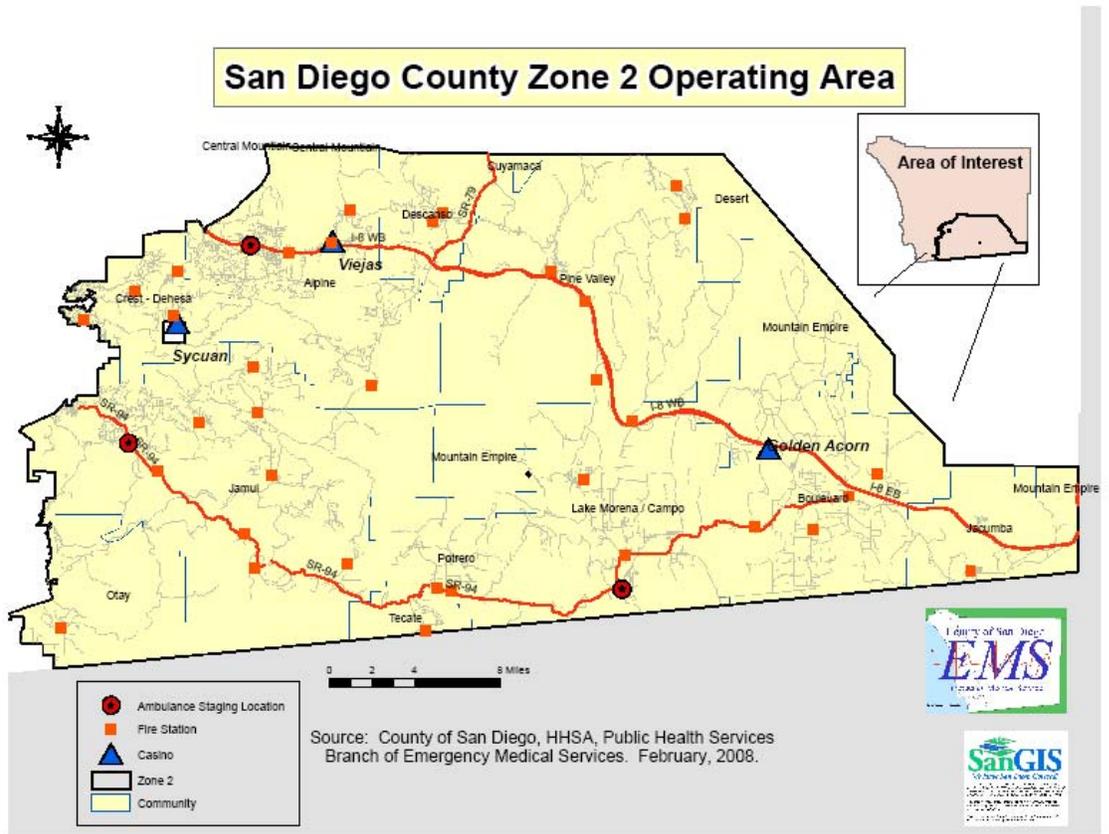
13.2.3 If Contractor chooses to dispatch their own ambulance, in addition to the above, the Contractor shall provide a communication plan to the Service Area operations group for review and approval.

14 Disentanglement Contractor shall accomplish a complete transition of the services being terminated from Contractor to County, or to any provider designated by County, without interruption of or adverse impact on the services. Contractor shall cooperate with the County and Contractor's obligation to provide the services shall not cease until Disentanglement is satisfactory to County.

15 Disaster Service Contractor's staff shall be available upon request of the Public Health Officer to assist in any necessary tasks during a public health disaster or County emergency state of alert.

COUNTY OF SAN DIEGO AGREEMENT NUMBER _____
AGREEMENT WITH _____ FOR ADVANCE LIFE SUPPORT
PARAMEDIC SERVICES FOR ZONE 2 RURAL AND OTAY MESA
EXHIBIT A – STATEMENT OF WORK

ATTACHMENT 1 – Zone 2 Rural and Zone 2 Otay Mesa Service Area Map



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AGREEMENT WITH _____ FOR ADVANCE LIFE SUPPORT
PARAMEDIC SERVICES FOR ZONE 2 RURAL AND OTAY MESA
EXHIBIT A – STATEMENT OF WORK

ATTACHMENT 2 CALIFORNIA DEPARTMENT OF CORRECTIONS DIGEST OF LAWS

By signing this contract, the Contractor agrees if the provisions of this contract require the Contractor or Contractor’s employees to enter an institution, the Contractor and Contractor’s employees shall be aware of and abide by the following Digest of Laws:

1. Persons who are not departmental employees but are assigned to or engaged in work in any departmental facility shall observe all rules, regulations, and laws governing the conduct of employees. Failure to comply may lead to expulsion.

References: Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR) Title 15 Division (Div.) 3 Sections 3285 and 3415.

2. A warning sign is posted at the entrance to all public and business roadways onto the grounds of institutions, camps, and other departmental facilities where inmates or parolees are housed, indicating that by entering these grounds you consent to the search of your person, property, and vehicle.

References: CCR Title 15, Div. 3 Sections 3173 and 3288.

3. Refusal of visitors to submit to a search and inspection of their person, and property, and/or vehicles brought onto institution grounds may be a cause for denial of visit.

References: PC Sections 2601, 5054, and 5058; CCR Title 15 Div. 3 Sections 3137 and 3177.

4. Persons normally permitted to enter a departmental facility or institution may be barred for cause by the Director, Warden, Superintendent, or Regional Administrator.

References: PC Sections 5054 and 5058; CCR Title 15 Div. 3 Section 3176.

5. It is a crime to falsify one’s identity to gain admission to a facility. It is a crime for a person previously convicted of a felony in this state to enter the grounds of a facility without the permission of the official in charge.

References: PC Sections 4570.5 and 4571; CCR Title 15 Div. 3 Section 3137.

6. It is a crime to enter institution property for unauthorized purposes. It is also a crime to refuse to leave when requested to do so by an official.

References: PC Section 602; CCR Title 15 Div. 3 Section 3289.

7. Abetting or assisting inmates to escape is a crime. It is also a crime to bring firearms, deadly weapons, explosives, or tear gas on facility grounds. It is a crime to give

COUNTY OF SAN DIEGO AGREEMENT NUMBER _____
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PARAMEDIC SERVICES FOR ZONE 2 RURAL AND OTAY MESA
EXHIBIT A – STATEMENT OF WORK

inmates firearms, weapons, explosives, alcoholic beverages, narcotics, including cocaine or marijuana, or any other drug.

References: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6, and 4574.

- 8.** It is a crime to give or take letters from inmates without the authorization of the Warden.

References: PC Section 4570; CCR Title 15 Div. 3 Section 3401.

- 9.** Giving gifts or presents to inmates is not permitted.

References: PC Sections 2540 and 2541; CCR Title 15 Div. 3 Sections 3010, 3399 and 3424.

- 10.** Receiving gifts from inmates is not permitted.

References: PC Section 2540 and 2541; CCR Title 15, Div. 3 Sections 3010, 3399 and 3424.

- 11.** In the event of an emergency situation that affects a significant portion of the inmate population at an institution, the visiting program and other program activities may be suspended during the period of emergency.

References: PC Section 2601; CCR Title 15 Div. 3 Section 3383.

- 12.** Employees shall not permit the taking of hostages by inmates or others in an attempt to escape, to otherwise interfere with orderly institution operations. Hostages will not be recognized for bargaining purposes. All inmates, visitors and staff will be informed of this regulation.

References: PC Sections 5054 and 5058; CCR Title 15 Div. 3 Section 3304.

- 13.** It is a crime for a person to make verbal or written statements concerning a discharged inmate to procure or deprive the inmate of employment or for the purpose of extortion.

References: PC Section 2947.

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PARAMEDIC SERVICES FOR ZONE 2 RURAL AND OTAY MESA
EXHIBIT A – STATEMENT OF WORK

REQUEST FOR PROPOSALS (RFP) NO. _____
COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
ADVANCED LIFE SUPPORT SERVICES FOR ZONE 2 RURAL AND OTAY MESA
EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS

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.
 - a. Sexual Misconduct coverage including, but not limited to, coverage for negligent supervision and hiring required if Contractor provides and/or engages direct services to minors.

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: \$1,000,000 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: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. 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.
 - a. Sexual Misconduct coverage including, but not limited to, coverage for negligent supervision and hiring required if Contractor provides and/or engages direct services to minors.

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.

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ADVANCED LIFE SUPPORT SERVICES FOR ZONE 2 RURAL AND OTAY MESA
EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS

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.

REQUEST FOR PROPOSALS (RFP) NO. _____
COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
ADVANCED LIFE SUPPORT SERVICES FOR ZONE 2 RURAL AND OTAY MESA
EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS

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.

ARTICLE 2

FIDELITY COVERAGE

[Use this clause only if applicable. If Article is not used, delete the title and text and state”[RESERVED]” and do not renumber the other articles.]

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, Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction, and Computer Fraud **[optional]** coverage covering Contractors employees, officials and agents for Fidelity **\$1,000,000 limit. [verify limits with Risk Management]**

REQUEST FOR PROPOSALS (RFP) NO. # _____
COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
ADVANCED LIFE SUPPORT SERVICES FOR ZONE 2 RURAL AND OTAY
MESA
EXHIBIT C – PAYMENT SCHEDULE

Background & Instructions: The following is required of Contractor when submitting contract payment schedules for the new contract and during the contract renewal process, with possible adjustments (as requested by EMS). Complete the following for the initial term of the contract (November 1, 2008 through June 30, 2010) and also for each of the 2-year option terms from July 1, 2010 through June 30, 2012, and from July 1, 2012 through June 30, 2014.

Payment of services, for contract term November 1, 2008 through June 30, 2010, under Exhibit A Statement of Work will be on **fixed monthly price** after County review and acceptance of **required monthly reports**:

Contract Term November 1, 2008 through June 30, 2010 FIXED MONTHLY PRICE

\$ _____

Contract Term July 1, 2010 through June 30, 2012 FIXED MONTHLY PRICE

\$ _____

Contract Term July 1, 2012 through June 30, 2014 FIXED MONTHLY PRICE

\$ _____

CONTRACT TOTAL FOR ALL YEARS:

\$ _____

INVOICES

Invoices shall be submitted to the following address:

Emergency Medical Services
6255 Mission Gorge Road
San Diego, CA 92120
(Attn: Larisa Rosales)

REQUEST FOR PROPOSALS (RFP) NO. # _____
COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
ADVANCED LIFE SUPPORT SERVICES FOR ZONE 2 RURAL AND OTAY
MESA
EXHIBIT C – PAYMENT SCHEDULE

Invoices must contain the following certification:

I certify, under penalty of perjury under the laws of the State of California, that no employee providing services under the terms and conditions of this contract is currently listed on the GSA Excluded Parties Listing or the OIG List of Excluded Individuals/Entities.

I also certify that the above services were performed in accordance with the Agreement.

Authorized Representative:

Printed Name and Signature

Date Signed

Telephone and Fax Number

**PLEASE SEE SEPARATE EXHIBIT D EXCEL FORMATTED BLANK BUDGET
FOR THE REQUIRED BUDGET/PAYMENT JUSTIFICATION**

**REQUEST FOR PROPOSALS (RFP) NO. #
COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY
ADVANCED LIFE SUPPORT SERVICES FOR ZONE 2 RURAL AND OTAY MESA
EXHIBIT D – BUDGET/PRICE JUSTIFICATION**

**PLEASE COMPLETE SEPARATE EXHIBIT D EXCEL FORMATTED BLANK BUDGET FOR THE
REQUIRED BUDGET/PAYMENT JUSTIFICATION WHICH WILL SUPPORT THE FIXED
MONTHLY PRICING OF EXHIBIT C PAYMENT SCHEDULE**

REQUEST FOR PROPOSAL NO. _____
CONTRACT BUDGET
 ZONE 2 RURAL AND OTAY MESA
 EXHIBIT D - BUDGET

CONTRACTOR:	CONTRACT NO.
CONTRACT PERIOD:	FUNDING SOURCE:
AMENDMENT PERIOD:	Prepared by: _____ Phone#: _____

BUDGET LINE ITEM	PROGRAM(S)							TOTAL
PERSONNEL:								
Wages & Salaries								-
Fringe Benefits								-
Personnel Subtotal:	-	-	-	-	-	-	-	-
NON-PERSONNEL:								
Administration								-
Professional Services/Mgt. Fees								-
Training, Education and Physical Exams								-
Uniforms/Safety Equipment								-
All Consumable Supplies								-
Building rent, lease, & maintenance								-
* Equip, Rental/Lease/Purchase (Including minor equipment)								-
Utilities/Telephone								-
Insurance								-
Ambulance Maintenance & 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.)

<u>LEGEND</u>
* Shall not be modified without Contracting Officer's Technical Representative (COTR) approval.
May require prior approval...contact COTR.

<u>ANTICIPATED PROJECT GENERATED REVENUE</u>
Non-resident Fees _____
Other (Identify) _____

Total Revenue _____
-