

COUNTY CONTRACT NUMBER 550512
AGREEMENT WITH MERCY MEDICAL TRANSPORTATION, INC. FOR
PARAMEDIC AMBULANCE SERVICES FOR ZONE 2 RURAL AND OTAY MESA SERVICE AREA

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 **Mercy Medical Transportation, Inc.** located at 2537 Old San Pasqual Road, Escondido, California 92027 ("Contractor"), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors Minute Order No. **December 3, 2013 (9)** authorized the Director of Purchasing and Contracting, to award a Contract for **Advanced Life Support Ambulance and Paramedic Services for the Zone 2 Rural and Otay Mesa Service Area.**
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. 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.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Contractor's offer as Exhibit A-1, Exhibit B Insurance Requirements and Exhibit C, Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

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

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, 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 Agreement 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 Agreement, 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, which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts to the same individual or firm for the Agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representen-

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tative with copies of all other subcontracts relating to this Agreement 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 Agreement 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 Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to contractor by county, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process

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

3.2 Disentanglement Process

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

3.3 Specific Obligations

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

3.3.1 No Interruption or Adverse Impact

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

3.3.2 Third-Party Authorizations

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

3.3.3 (RESERVED)

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

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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.

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

ARTICLE 4
COMPENSATION

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

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

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

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

4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number pursuant to Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

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

4.1.5 Prompt Payment for Vendors and Subcontractors

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- 4.1.5.1 Prompt payment for vendors and subcontractors.
- 4.1.5.1.1. Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
- 4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.2.3 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.
- 4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:
- 4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
- 4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;
- 4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.1.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.1.6 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.1.6.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.1.6.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
- 4.1.6.3 Default. Contractor was in default under any terms and conditions of this Agreement.
- 4.1.7 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.
- 4.1.8 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.
- County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or

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County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

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

- 4.1.9 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.1.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR 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 COR 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 COR 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 COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR 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 COR 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.

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

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

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

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

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

- 7.2 Damages For Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption From Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.5 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Improperly submitted claims, or

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- 7.5.4.2 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.3 Any breach of any term or condition of the Agreement, or
 - 7.5.4.4 Any actions under any warranty, express or implied, or
 - 7.5.4.5 Any claim of professional negligence, or
 - 7.5.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 County reserves the right to terminate and/or prohibit, without prior notice, contractor and contractor's employees, subcontractors, or consultants from accessing County data systems, County owned software applications, including websites, domain names, platforms, physical files, and/or treating patients/clients.
- 7.7 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.
- 7.8 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR 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.

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- 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. Except as required by this Agreement, 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, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance For Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and
- 8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance In Coaching Medi-Cal Or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and

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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.

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 or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action 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, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
 - 8.15.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - 8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
- 8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:

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- 8.16.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance <http://www.sdcounty.ca.gov/cao/oia.html>
- 8.16.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website
- 8.16.4 If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.16.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.17 False Claims Acts: Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information may be found at www.cosdcompliance.org

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor; Confidential 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 confidential information, which is acquired in connection with his employment. In this connection, the term "confidential 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;

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- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by 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 sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

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

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

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

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

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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 External Audits. Health and Human Services (HHS) Contractors shall advise and provide the electronic audit copies to Agency Contract Support (ACS) at ACS.HHS@sdcounty.ca.gov. All other contractors will provide the following to their COR:
- 11.2.1 COR shall be advised of all pending audits by Federal or State representatives regarding Contracted services identified in this Agreement within seventy-two (72) hours of the Contractor receiving notice of the audit.
- 11.2.2 Contractor shall provide COR with a copy of the draft and final State or Federal audit reports within twenty four (24) hours of receiving them.
- 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or Federal audit reports at the same time as response provided to the State or Federal representatives.
- 11.2.4 Contractor shall provide COR a copy of the State or Federal audit's representative's response to the contractors' response within forty-eight (48) hours of receiving it. This will continue until the State or Federal auditors have accepted and closed the audit.
- 11.3 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.
- 11.4 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 11.4.1 and 11.4.2, below:
- 11.4.1 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.
- 11.4.2 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.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure

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future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 **Ownership, Publication, Reproduction And Use Of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 **Confidentiality.** County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.
- 13.4 **Maintenance Of Records.** Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within 48-hours of the request.
- 13.5 **Custody Of Records.** County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.6 **Audit Requirement.** Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and OMB Circular A-133 and 45 CFR part 74.26. Contractors that are commercial organizations (for-profit) are required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000 or more under one

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or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of OMB Circular A-133 but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. 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 COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.8 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

ARTICLE 14
[RESERVED]

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes 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 COR, 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 Exhibits 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.

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- 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 or by email, as the case may be to the COR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media 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 COR within one work day of their occurrence. However, if this contract includes Article 14, Contractor must adhere to timelines contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within forty eight (48) hours of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility under this

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agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.

16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any contractor staff or volunteer assigned to sensitive positions funded by this contract. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. However, if this contract includes Article 14, Contractor must adhere to requirements contained in Article 14.

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 perform 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 eighteen (18) years old.
- C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the contract or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
- D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that which may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
- E. Volunteer: A person who performs a service willingly and without pay.

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SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this first day of April, 2015 ("Effective Date") and end on June 30 2018 ("Initial Term") for a total Agreement period of three (3) years and three (3) months.

OPTION TO EXTEND. The County's option to extend is for four (4) increments of one (1) year(s) each for a total of four years beyond the expiration of the Initial Term, not to exceed June 30, 2022, pursuant to Exhibit C Payment Schedule. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

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

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

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum of two million three hundred forty thousand dollars (\$2,340,000) for the initial term of this Agreement and seven hundred twenty thousand dollars (\$720,000) for each of the four one year option periods, for a maximum Agreement amount of five million two hundred twenty thousand dollars (\$5,220,000), 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.

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

James Levenson, Administrative Services Manager
Emergency Medical Services
6255 Mission Gorge Road
San Diego, CA 92120
Phone: (619) 285-6502; Facsimile (610) 285-6531

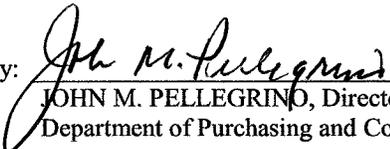
CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Richard F. Roesch, President
Mercy Medical Transportation, Inc.
2537 Old San Pasqual Road
Escondido, CA 92027
Phone: (760) 739-8026; Facsimile (760) 739-5458

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

COUNTY OF SAN DIEGO

MERCY MEDICAL TRANSPORTATION, INC.

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

By: 
RICHARD F. ROESCH, President

Date: 2-12-15

Date: 2-12-15

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1. Scope of Work/Purpose

Contractor shall provide all management, personnel, facilities, equipment, material, fuel and supplies for Advanced Life Support (ALS) 9-1-1 emergency ambulance services within the Zone 2 Rural and Otay Mesa Service Area and provide mutual aid to adjacent areas, as needed. Additionally, the Contractor shall provide dispatch, billing, and data support services, interface with fire department first responders, provide community education services, and participate in quality assurance activities and regional quality improvement processes.

2. Background Information

The Zone 2 Rural Service Area includes the unincorporated areas of Alpine, Boulevard, Campo, Crest, Harbison Canyon, and rural areas of southeastern San Diego County. Effective October 1, 1994, the County upgraded the level of ambulance services provided to this area from Basic Life Support (BLS) to Advanced Life Support and contracted with Grossmont Hospital District to provide such services until September 30, 2001.

The Otay Mesa Service Area includes the unincorporated areas of Otay Mesa, the George F. Bailey Detention Facility, Correctional Corporation of America, California Department of Corrections and Rehabilitation, California Forensics Medical Group, R.J. Donovan Correctional Facility, and future correctional facilities planned for the San Diego County Sheriff and Probation Departments. On June 1, 2001, the County began providing ALS services to this area, which until that time, had access only to BLS services from nearby first responder agencies.

On October 1, 2001, the Otay Mesa Service Area was combined with the Zone 2 Rural Service Area for purposes of administering ALS services, and the County contracted with American Medical Response Ambulance Services, Inc. (AMR) to provide these services to the combined Service Area. AMR's current contract is set to expire on June 30, 2014.

The Zone 2 Rural and Otay Mesa Service Area is depicted in Attachment No. 1. Call and transport statistics for the most recent two fiscal years are shown in the table below.

Fiscal Year	Total Calls	Total Transports	Detention Facility Transports*
July 2011 – June 2012	2,980	2,591	429
July 2012 – June 2013	3,016	2,642	404
July 2013 – June 2014	3,247	2,815	518

*Detention Facility Transports are also included in Total Transports.

The aggregate inmate population for the Otay Mesa detention facilities is approximately 6,400 today and could increase by approximately 1,900 to 8,300 during the contract term.

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The following First Responder agencies provide ALS services in the Service Area: Alpine, Crest/Harbison Canyon, and San Diego Rural Fire.

County of San Diego Health and Human Services Agency contracts support the *Live Well San Diego* initiative. *Live Well San Diego* was developed by the County of San Diego as a comprehensive, innovative strategy on wellness. This long-term plan combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHS contractors, to the extent feasible, are expected to advance this initiative, which is being implemented in a phased approach. The first phase, *Building Better Health*, was adopted by the Board of Supervisors in 2010, and focuses on improving the health of residents and supporting healthy choices. The second phase, *Living Safely*, seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. The third phase, *Thriving*, focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about the initiative can be found on the County's website and a website designated to the initiative:

- http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html and
- <http://www.LiveWellSD.org>

Section 3 – Goals and Outcomes of this Statement of Work support *Live Well San Diego* outcomes.

3. Goals and Objectives

3.1. Goal: Contractor shall provide ALS 9-1-1 emergency ambulance services to the Exclusive Operating Area (EOA) of Zone 2 Rural and Otay Mesa 24 hours per day, 7 days per week. The primary ambulances used to provide the services must be located within the boundaries of the EOA, except when providing Mutual Aid to another region.

3.2. Outcome Objectives:

3.2.1. 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.

3.2.1.1. The Zone 2 Rural Service Area community standard response time is 30 minutes or less for at least 90% of all medical aid calls dispatched.

3.2.1.2. The Zone 2 Otay Mesa Service Area community standard response time is 10 minutes or less for at least 90% of all medical aid calls dispatched.

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- 3.2.2. Exemptions from the standard described in paragraph 3.2.1 above, may be available for the following circumstances.
- 3.2.2.1. If a call for medical aid is downgraded from a Code 3 response, the response time standards shall not apply, however, the Contractor shall respond to such a downgraded call immediately.
 - 3.2.2.2. Mutual Aid calls originating outside the primary service area require the contractor's best efforts for appropriate response.
 - 3.2.2.3. The Contractor is the second or later arriving unit to a single incident.
 - 3.2.2.4. Unannounced road closures.
 - 3.2.2.5. Fire Responses.
 - 3.2.2.6. Traffic due to the incident.
 - 3.2.2.7. Gated Community, if gate is not operable or access is inhibited.
 - 3.2.2.8. Dispatch errors.
 - 3.2.2.9. Incorrect or inaccurate dispatch information received from the calling party or 9-1-1 public safety answering point.
 - 3.2.2.10. Unavoidable delays caused by traffic congestion where no other alternate route is available, or as a result of a vehicle accident to which the responding units have no alternate access.
 - 3.2.2.11. Other circumstances reviewed and approved by County.
- 3.2.3 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.

3.3. Process Objectives:

- 3.3.1. Minimum service level shall be at least four (4) ALS ambulances ready at all times to perform service in the area defined in Attachment 1. One ALS ambulance shall be dedicated to the Zone 2 Otay Mesa Service Area and housed at the George F. Bailey Detention Facility operated by the Sheriff's Department. Contractor shall use its discretion to determine the optimal placement for the remaining ambulances.
- 3.3.2. Units shall be staffed at all times by at least two (2) licensed Paramedics accredited to practice in San Diego County, except in areas where there are ALS First Responder Units, in which case units shall be staffed at all times by at least one (1) Paramedic and one (1) Emergency Medical Technician (EMT) accredited in San Diego County.

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3.3.3. Units must be ready to respond to calls within 30 minutes of scheduled shift changes.

3.3.3.1. If the ALS First Responder agency in the area must send a paramedic to the scene as a result of the Contractor's failure to be ready within 30 minutes, the Contractor shall reimburse the responding agency for the cost of that dispatched unit and staff.

4. Target Population and Geographic Service Area

4.1 Target Population includes all persons requiring emergency ALS services located within the boundaries listed in the detailed map in Attachment 1 including the inmate population of the Zone 2 Otay Mesa.

4.2 Geographic Service Area - A detailed map of the area to be served may be found in Attachment 1.

5. Definitions

5.1. Advanced Life Support (ALS): shall mean specialized services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Base Hospital, during interfacility transfer and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital. (Health and Safety Code, Division 2.5, Section 1797.52)

5.2. Agreement: shall mean this County contract.

5.3. 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.

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

5.5. C.A.D.: shall mean Computer Aided Dispatch system.

5.6. Chute time: shall be measured from the time the dispatch agency assigns the call until the unit notifies dispatch that it is en route. 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

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the unit acknowledges the response to dispatch. The chute time should be no longer than one (1) minute during the day and two (2) minutes at night.

- 5.7. County: shall mean the County of San Diego.
 - 5.8. Contractor: shall mean the legal entity that has entered into this agreement with the County to provide the services and equipment described herein.
 - 5.9. Day: shall mean the period from 6:30 a.m. to 8:30 p.m. local time.
 - 5.10. Emergency Medical Technician or EMT: shall mean an individual trained in all facets of basic life support according to standards prescribed by the California Health and Safety Code and who has a valid certificate issued pursuant to Division 2.5 of the Health and Safety Code. (Health and Safety Code, Division 2.5, Section 1797.80).
 - 5.11. Night: shall mean the period after 8:30 pm to before 6:30 a.m. local time
 - 5.12. Paramedic: shall mean an individual whose scope of practice to provide advanced life support is according to standards prescribed by Division 2.5 of the California Health and Safety Code and who has a valid certificate issued pursuant to that division. (Health and Safety Code, Division 2.5, Section 1797.84) and who is accredited to practice as a Paramedic in San Diego County.
 - 5.13. 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.
6. General Requirements for Service Delivery
- 6.1. The clinical requirements governing this Contract are those specified in State and County rules, regulations, policies, procedures, and protocols relating to the operation of ALS Ambulances.
 - 6.2. Contractor units shall be in compliance with all the requirements of the California Highway Patrol, and each vehicle shall be properly licensed and insured, as required by the State of California Department of Motor Vehicles.
 - 6.3. Contractor shall be authorized and permitted according to San Diego County Ambulance Ordinance to provide Advanced Life Support (ALS) services in San Diego County and in all relevant municipal and State jurisdictions.
 - 6.4. Contractor shall provide all resources necessary to accomplish the work requirements of this agreement, and shall be responsible for all maintenance, repairs, and replacements of those resources.
 - 6.5. Contractor shall provide sufficient unit security, safety and housing such that supplies and equipment are secured and controlled pharmaceuticals are double locked.
 - 6.6. Contractor shall institute a policy and procedure for rotating first responder medical supplies to ensure supplies are used prior to expiration date. Contractor shall establish

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a written policy describing this process and submit it to the County for approval within thirty (30) days of contract execution.

- 6.7. Contractor shall provide rent payments directly to agencies who will house the ambulances within their facilities.
 - 6.7.1. County, through the Sheriff's Department, will provide housing and facilities for the ambulance assigned to the Zone 2 Otay Mesa Service Area. These facilities will be located on the grounds of the Sheriff.
- 6.8. Contractor shall obtain prior approval from the County for any public information materials and content used by the Contractor relating to these services.
- 6.9. Contractor shall notify the County within 24 hours of any changes in management that may affect the Contractor's ability to comply with the Statement of Work.
- 6.10. Contractor shall immediately notify the County of any condition that adversely affects the Contractor's ability to meet the required service levels.

7. Specific Requirements for Service Delivery

7.1. Equipment and Supplies:

7.1.1. Ambulances/Emergency Vehicles:

- 7.1.1.1. Contractor shall provide and utilize Type I and/or Type III modular style ambulances.
- 7.1.1.2. Contractor shall provide for daily maintenance of the ambulance vehicles. Daily maintenance shall include, but not be limited to, checks of tire pressure and condition, coolant, oil and fuel levels, and electrical system condition.
- 7.1.1.3. Contractor shall be responsible for all fuel, maintenance, and insurance costs.
- 7.1.1.4. Contractor shall use an automated or manual record keeping system to track maintenance. The records shall be available to the County for analysis and inspection and shall identify routine maintenance of both primary and backup vehicles.
- 7.1.1.5. Contractor shall provide and maintain in working order Mobile Data Computers (MDC) in all transport ambulances primarily assigned to the Service Area. MDC's shall be compatible with the Global Information System (GIS)/Mapping and incident notification system that is used by the recognized dispatch center selected for this contract

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- 7.1.1.6. Contractor shall provide Global Positioning System (GPS) route navigation for each ambulance within 1 year of contract execution date.
- 7.1.1.7. Contractor shall supply portable and mobile RCS (Regional Communication System) radios for the Zone 2 Rural and Otay Mesa Service Area dedicated ambulances and pay the associated monthly RCS subscriber fee.
- 7.1.2. Contractor will use best efforts to use patient care equipment that is compatible with ALS First Responder agency equipment in areas where ALS First Responder is available.
- 7.1.3. Contractor shall maintain in each ambulance no less than the minimum inventory of essential equipment and supplies for adult, pediatric, infant and neonate applications, as described in the County of San Diego Emergency Medical Services Treatment Protocol & Policies Manual.
- 7.1.4. Contractor shall provide all employees appropriate uniforms and safety equipment including appropriate personal protective equipment, turnouts, flash gear, gloves and helmets.
- 7.1.5. Contractor shall replace all non-narcotic medications and medical supplies utilized by the first responder units for the care of the patient(s). Supplies shall be replaced on a one-for-one basis 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 as possible after the call is completed. A written policy describing this process shall be established by the Contractor and approved by the County within thirty (30) days of contract execution.
- 7.1.6. Contractor shall provide a monthly report to the County of any ambulance pulled from service. The report shall include the reason, date and amount of time the ambulance was out of service.
- 7.2. Staffing Requirements
 - 7.2.1. All of the Contractor's Paramedic staff shall hold a current, valid California Paramedic license, and be appropriately accredited to practice as a Paramedic in San Diego County. Each EMT shall be appropriately certified in the State of California.
 - 7.2.1.1. Contractor shall ensure that its employees adhere to operational protocols and procedures established by the County.
 - 7.2.1.2. Contractor shall ensure that its employees are provided access to a complete set of operational policies and procedures outlining the standards adopted by the Contractor and setting forth policies and

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procedures specific to the Contractor's operation. Contractor shall provide the County a complete set of these policies and procedures and any updates that occur.

- 7.2.1.3. Contractor shall employ and retain sufficient numbers of experienced employees with expertise to operate units at the required service levels.
- 7.2.1.4. Contractor shall ensure that employees meet all continuing education, re-licensure, recertification, and accreditation requirements established by the State of California and the County.
- 7.2.1.5. Contractor shall ensure that management and supervisory personnel attend appropriate Base Hospital meetings, Zone II Operations group meetings, quality assurance forums, and other ancillary meetings required by the County.
- 7.2.1.6. Contractor shall not schedule any EMT or Paramedic to work continuously more than 48 hours within any 60-hour period.
- 7.2.1.7. Contractor personnel shall exhibit professional and courteous conduct at all times. Personnel assigned to fire stations or detention facilities shall work in a harmonious and cooperative manner with fire department or detention facility personnel and shall adhere to the same fire station or detention facility rules regarding cleaning, maintenance, sleep schedules, etc. as fire station or detention facility personnel. Contractor personnel who are in violation of this provision, upon review of the appropriate documentation by the County, shall no longer be assigned within Zone 2.
- 7.2.1.8. Contractor shall designate a Program Manager to serve as liaison between the County, the Contractor and the first responder agencies in the service area.
 - 7.2.1.8.1. The Program Manager shall have evidence of prehospital care practice with no less than three (3) years of experience as an EMT, Paramedic or an EMS Manager.
 - 7.2.1.8.2. The Program Manager shall serve as liaison between the Contractor, County, Base Hospital, receiving hospitals, basic life support (BLS) provider agencies, detention facilities and public safety agencies operating within the Service Area.
 - 7.2.1.8.3. The Program Manager shall represent the Contractor to the public and other public service agencies and have authority

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to speak on behalf of the Contractor. The Program Manager may be requested to participate in various planning groups.

7.2.2. Employment of Ex-Offenders: Contractor shall not employ directly, or on a subcontract basis:

7.2.2.1. Ex-Offenders on active parole or probation;

7.2.2.2. Ex-Offenders who are required to register as a sex offender pursuant to Penal Code Section 290 or who have an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code Section 667.5; or

7.2.2.3. Any ex-felon in a position that provides direct supervision of parolees.

7.2.3. 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:

7.2.3.1. Contractor shall obtain the prior written approval to employ any such ex-offender from the County; and

7.2.3.2. Such ex-offender whose assigned duties 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.

7.2.4. 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.

7.2.5. 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.

7.2.6. 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.

7.2.7. Contractor and Contractor’s employees who are required to enter a correctional facility to perform their duties shall abide by all rules, regulations and laws governing their conduct with inmates and correctional facilities personnel.

7.3. ALS units shall provide move up ambulance services according to the following deployment plan:

7.3.1. Zone 2 Rural

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- 7.3.1.1. If all three (3) Zone 2 Rural ALS ambulances are available, the available units shall remain at their assigned stations.
 - 7.3.1.2. If only two (2) Zone 2 Rural ALS ambulances are available, the available units shall remain at their assigned stations.
 - 7.3.1.3. If only one (1) Zone 2 Rural ALS ambulance is available, the available unit shall remain at its assigned station. Contractor shall make best efforts to cover the most populated uncovered portion of the Service Area with additional ALS or mutual aid ambulance resources. If Zone 2 Rural ALS resources are exhausted, dispatch will assign Basic Life Support (BLS) back up ambulances that will remain in service until an additional Zone 2 Rural ALS unit becomes available.
- 7.3.2. Zone 2 Otay Mesa
- 7.3.2.1. If the ALS ambulance in the Zone 2 Otay Mesa is needed for patient transport, Contractor shall immediately respond a back-up resource ALS ambulance. If ALS resources are exhausted, dispatch will assign a Basic Life Support (BLS) back up ambulance that will remain in service until the ALS ambulance returns to the Service Area.
 - 7.3.2.2. Contractor shall transport patients from the Zone 2 Otay Mesa Service Area to the requested hospital facility when appropriate.
 - 7.3.2.3. Law enforcement personnel shall escort all inmates transported from the Zone 2 Otay Mesa Service Area.
 - 7.3.2.4. 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.
- 7.4. Training and Continuing Education
- 7.4.1. Contractor shall maintain a comprehensive on-going driver training program, as well as mapping training for all pre-hospital personnel who work in the area.
 - 7.4.2. Contractor shall participate in on-going disaster and medical operations training with area first responders. The training program, number of instruction hours, and the Contractor's process for integrating training into daily operations will be reviewed and are subject to the County's approval on an annual basis.
 - 7.4.3. Contractor shall provide ongoing education activities for local area 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.

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7.4.4. Contractor shall provide a minimum of 36 hours per year of continuing education courses to the local area ALS First Responder paramedics.

7.5. Billing Services

7.5.1. Contractor shall operate or subcontract for a billing and accounts receivable system for billing of services provided under this contract. The services shall be well documented, and records shall be available to the County for inspection and audit.

7.5.2. Zone 2 Rural Billing:

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

7.5.2.2. Contractor shall bill each patient or insurance provider, if applicable, on a per-call basis.

7.5.2.3. Contractor shall bill and collect for ALS level transports in accordance with a fee schedule that is comparable to the usual and customary fees for such services in the region, including associated ancillary services. Contractor shall retain all revenues derived from the billing of services provided within the service area.

7.5.2.4. 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 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.

7.5.3. Zone 2 Otay Mesa Billing:

7.5.3.1. Billing for R.J. Donovan Correctional Facility (Donovan)

7.5.3.1.1. Contractor shall enter into a direct agreement with the California Department of Corrections and Rehabilitation, Division of Health Care Services or its contractor to bill for services provided to persons located at R.J. Donovan Correctional Facility.

7.5.3.1.2. On a quarterly basis, Contractor shall collect, remit, and report to the County all revenue collected for services at Donovan. Quarterly report for Donovan shall include:

7.5.3.1.2.1. Information on payments collected during the period to include at a minimum: run date and number, date and amount billed for service,

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payment collected, and date of receipt of payment.

7.5.3.1.2.2. Report of outstanding billing for Donovan services to include run date and number, date and amount billed for service.

7.5.3.2. Contractor shall not bill for inmate services provided at facilities other than R.J. Donovan Correctional Facility located in Zone 2 Otay Mesa because the County subsidizes the costs for these calls.

7.5.3.3. Non-inmate billing

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

7.5.3.3.2. Contractor shall provide the community (non-inmates) fixed-rate prices per transport. Rates shall include all ancillary services associated with said services.

7.5.3.3.3. Contractor shall 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.

7.5.3.3.4. 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.

7.6. Community and Public Education

7.6.1. Contractor shall maintain a community and public education program directed to the residents of the service area. The purpose of the community and public education component is to foster good will and cooperation between the Contractor and the community at large. Examples of topics appropriate for this program include injury prevention, home safety, seat belt usage, proper utilization of 9-1-1 and the Emergency Medical Services System, and CPR instruction.

7.6.2. Contractor shall submit an annual report on community and public education activities conducted during each County fiscal year (July 1 through June 30) to the County within sixty (60) days of the fiscal year end.

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7.6.3. Contractor shall station the ambulance visibly at or near community events upon request only if doing so will not impede the Contractor's ability to meet the service level requirements of this Contract.

7.7. Mutual Aid

7.7.1. Contractor shall establish and/or maintain mutual aid agreements with neighboring BLS or ALS providers and jurisdictions.

7.8. Disaster Service

7.8.1. 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.

8. Quality Assurance Plan

8.1. Contractor shall develop and submit to the County a written Quality Assurance/Quality Improvement (QA/QI) Plan no later than thirty (30) days after contract execution and thirty (30) days after each annual contract renewal date thereafter, per County of San Diego Emergency Medical Services Policy S-004. The QA/QI plan shall describe the process for continually assessing the Contractor's effectiveness in accomplishing the goals and objectives for this program in collaboration with the assigned Base Hospital. The plan shall include written policies and procedures for an internal QA/QI Committee, a mechanism and timeline for obtaining client feedback (if applicable), identification of the QA/QI program structure, process, desired outcome, and documentation of activities.

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

8.1.2. Contractor shall maintain a comprehensive ALS QA/QI Program designed to identify potential or existing clinical, operational, or equipment problems and shall participate in the EMS System Quality Improvement Program. This program shall include the following components: 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.

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- 8.1.3. Program Staff: The QA/QI Plan shall describe the process for developing, training and monitoring staff performance. The QA/QI plan shall specify that staff shall be evaluated annually.
 - 8.1.3.1. Contractor shall develop a plan of corrective action to address process and outcome measures that are below expectations of this contract.
- 8.1.4. QA/QI Summary Report: The QA/QI plan shall include the requirement for one (1) annual narrative report. The Summary Report shall be delivered to the County no later than August 1st of each contract year. The Summary Report shall address the following topics:
 - 8.1.4.1. Areas of concern or opportunities for improvement identified by the QA/QI Committee
 - 8.1.4.2. Program performance
 - 8.1.4.3. Results of process and outcome measurement
 - 8.1.4.4. Data collected from client feedback, and
 - 8.1.4.5. Results of plan of corrective action or improvement plan

9. Data Collection and Reporting Requirements

- 9.1. Contractor shall submit the current operating policies and procedures to the County no later than thirty (30) days after contract execution, and all updates and revisions shall be submitted as appropriate.
- 9.2. Contractor shall ensure that all employees are continuously and appropriately licensed/certified/accredited and shall maintain a record for review by the County.
- 9.3. Monthly Reports: Contractor shall provide the following monthly reports to the County:
 - 9.3.1. A listing of all responses and transports within the Service Area.
 - 9.3.2. Documentation of response time compliance for the Service Area.
 - 9.3.3. A list of mutual aid responses provided by the Contractor to adjacent jurisdictions.
 - 9.3.4. A list of all mutual aid responses from adjacent jurisdiction to the Service Area.
 - 9.3.5. A Response Time Exemption report for all incidents not meeting the standard response times specified in Section 3.3 of this contract. The report shall be submitted no later than the fifth (5th) day of the month following the incident. The County shall determine which incidents will be granted an exemption from the response time standard.

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- 9.3.6. BLS Unit Move Up report documenting monthly move-up activity shall be submitted to the County no later than the 20th of the following month.
- 9.3.7. Report of payment collection activity, including run date and number, date and amount billed for service, payment collection, and date of receipt of payment.
- 9.4. Quarterly Report: Contractor shall provide the County a quarterly report summarizing response time compliance for each month in the quarter. 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 area is below the 90% criteria established for response time, a corrective action plan shall be submitted for approval to the County.
- 9.5. Annual Reports: Contractor shall provide the following annual reports to the County:
 - 9.5.1. Contractor shall submit to the County within ninety (90) days after the end of each County fiscal year (June 30), financial statements for the operations of the Zone 2 Rural and Otay Mesa Service Area, including all expenditures and revenues, as audited by a Certified Public Accountant. The information provided by the Contractor will become property of the County and may be released by the County as public information.
 - 9.5.2. Contractor shall submit a list of community and public education programs presented in the Service Area due no later than 30 days after the end of the contract year to the County.
 - 9.5.3. Contractor shall submit an annual QA/QI Summary Report as specified in 8.1.4.
 - 9.5.4. Contractor shall develop and submit to the County, a written QA/QI Plan no later than thirty (30) days after contract execution and thirty (30) days after each annual contract renewal date thereafter as specified in 8.1.
- 9.6. Contractor shall provide additional submittals and reports as required by the County.

10. Automation

- 10.1. To document patient care, the Contractor shall use the existing County of San Diego EMS program Quality Assurance Network Collector System (QCS) or an alternate program that allows uploading patient care information into the QCS.
- 10.2. Contractor shall utilize a recognized dispatch center for dispatch of ambulance units in the Service Area.

End of Statement of Work

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Exhibit B – Insurance and Bonding Requirements

A. Additional Insured Endorsement

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

B. Primary Insurance Endorsement

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

C. Notice of Cancellation

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

D. Severability of Interest clause

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

GENERAL PROVISIONS

5. Qualifying Insurers

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

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.

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

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

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8. No Limitation of Obligations

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

9. Review of Coverage

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

10. Self-Insurance

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

11. Claims Made Coverage

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

- A. The policy retroactive date coincides with or precedes Contractor's commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

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

13. Waiver of Subrogation

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

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INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability required if Contractor provides or engages any type of professional services, including but not limited to medical professionals, counseling services, or legal services.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$3,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability: \$3,000,000 per claim with an aggregate limit of not less than \$3,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Contractor's work pursuant to the Contract.

3. Deductibles and Self-Insured Retentions

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

4. Other Insurance Provisions

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

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Exhibit C – Payment Schedule

1. **Compensation:** Payment of services, under Exhibit A Statement of Work will be on fixed price after County review and acceptance of required monthly reports.
2. **Payment Schedule:** This is a fixed price contract. All requests for payment are subject to County approval based upon submitted documentation at the time of invoice.

Contract Term	Fixed Monthly Payment for Zone 2 Rural Area	Fixed Monthly Payment for Zone 2 Detention Facilities	Total Fixed Monthly Payment	Total Amount for Contract Term
Initial Term – Year 1 April 1, 2015 – June 30, 2015	\$10,000	\$50,000	\$60,000	\$180,000
Initial Term – Year 2 July 1, 2015 – June 30, 2016	\$10,000	\$50,000	\$60,000	\$720,000
Initial Term – Year 3 July 1, 2016 – June 30, 2017	\$10,000	\$50,000	\$60,000	\$720,000
Initial Term – Year 4 July 1, 2017 – June 30, 2018	\$10,000	\$50,000	\$60,000	\$720,000
Option Period 1 July 1, 2018 – June 30, 2019	\$10,000	\$50,000	\$60,000	\$720,000
Option Period 2 July 1, 2019 – June 30, 2020	\$10,000	\$50,000	\$60,000	\$720,000
Option Period 3 July 1, 2020 – June 30, 2021	\$10,000	\$50,000	\$60,000	\$720,000
Option Period 4 July 1, 2021 – June 30, 2022	\$10,000	\$50,000	\$60,000	\$720,000
Contract Total				\$5,220,000

3. Invoices

3.1. Contractor shall submit one monthly invoice with required reports to the County by the 20th of the following month.

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

Public Health Services - Emergency Medical Services Branch
6255 Mission Gorge Road

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San Diego, CA 92120

ATTN: Ambulance Services

3.3. Invoices must contain the following certifications:

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

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

Authorized Representative:

Printed Name and Signature

Date Signed

Telephone and Fax Number