



COUNTY OF SAN DIEGO
PURCHASING & CONTRACTING

MAGGIE RAMSBERGER
INTERIM DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
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BRENDA MILLER
ASSISTANT DIRECTOR

REQUEST FOR PROPOSALS (RFP) 13227
SAN DIEGO COUNTY FIRE
BILLING AND COLLECTION FOR AMBULANCE TRANSPORTATION AND FIRE INSPECTION FEES
SERVICES
June 17, 2026

A. KEY INFORMATION

1. The County of San Diego is seeking proposals from firms interested in providing Billing and Collection for Ambulance Transportation and Fire Inspection Fees Services ("Offerors").
2. The contract term is anticipated to be an initial (base) period of one (1) year anticipated to begin July 1, 2027 with nine (9) one-year options.
3. The County has posted this solicitation on its official BuyNet website at <https://sdbuynet.sandiegocounty.gov/>. In order to see all information related to this RFP, to submit Questions, and to receive notifications of updates, Offerors must select "Participate in RFx" for this solicitation in BuyNet.
4. The Contracting Officer for this solicitation is Vanessa Rios, Procurement Contracting Specialist (vanessac.rios@sdcounty.ca.gov)
5. Schedule: This timeline is subject to change at any time, at the County's sole discretion. The County will issue an addendum for changes to the Pre-Proposal Conference date, Questions due date, or Proposal due date.

Event Description	Date and Time (San Diego Time)
Pre-Proposal Conference	June 24, 2026 at 9:00 a.m.
Questions due	June 29, 2026 prior to 5:00 p.m.
Proposals due	July 30, 2026 prior to 3:00 p.m.

6. Pre-Proposal Conference. The County will hold a pre-proposal conference by Video/Teleconference using the Microsoft Teams platform on the Date and Time listed in the Schedule. To participate, join the virtual conference at [Microsoft Teams Meeting Invite Link](#). The County will provide an overview of the RFP process and may provide a program/technical overview and other information. Attendance at the pre-proposal conference is encouraged but not mandatory.
7. Questions:
 - 7.1. Offerors should submit all Questions, including requests for clarification related to definition or interpretation of this RFP, in writing by the Date and Time specified in the Schedule. Questions should be submitted via BuyNet, by sending a message to the Contracting Officer through the "Discussions" functionality.
 - 7.2. Non-Offerors should direct inquiries regarding this solicitation to the Contracting Officer.
8. Diligence Material: Reserved.
9. Table of Contents:
 - A. Key Information
 - B. RFP Instructions and Rules
 - C. Evaluation Criteria
 - D. Submittal Items
 - E. Required Forms

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- F. Statement of Work
- G. Payment Schedule
- H. Draft Agreement

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B. RFP INSTRUCTIONS AND RULES

1. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- 1.1. It is the Offeror's responsibility to submit a proposal based on the most current RFP, addenda thereto, responses to Questions, any other information posted on BuyNet, and any diligence material made available by the County. Offerors are advised to regularly check BuyNet for information. The County has no obligation to contact Offerors directly with any such RFP-related information.
 - 1.1.1. In order to see all information related to this RFP, to submit Questions, and to receive notifications of updates, Offerors must select "Participate in RFx" for this solicitation in BuyNet.
- 1.2. Forms required to be submitted with Offerors response to this RFP are included in this RFP or posted on the County's web site at <https://www.sandiegocounty.gov/content/sdc/purchasing/purchasing-forms.html>.
 - 1.2.1. Posted forms may be updated from time to time. Unless otherwise specified, offerors may submit the version of a form in place as of the date of the posting of this RFP or any later version.
- 1.3. Offerors are advised to allow for sufficient time to obtain all necessary documents and forms, resolve any technical difficulties obtaining or completing documents or forms, and, if necessary, obtain documents and forms by an alternate method. If you are unable to download documents or forms, you may request a hard copy or technical assistance from Purchasing and Contracting's front desk or contact clerical support at (858) 505-6367.
- 1.4. Offeror must submit a complete original proposal in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting, through electronic upload to BuyNet before the Date and Time listed in Schedule.
 - 1.4.1. If Offeror is unable to submit via BuyNet for any reason, Offeror may submit by providing the Purchasing and Contracting front desk with either (i) electronic files on CD/DVD or, (ii) a printed proposal. Offeror must prominently mark such submissions with the RFP number on the outside of the packaging. Please use this method only if unable to submit through BuyNet.
 - 1.4.2. When submitting via BuyNet, Offerors are advised to allow for sufficient time to submit by an alternate method in the event of technical difficulties.
 - 1.4.3. For proposals submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for the purpose of determining timely submittal.
 - 1.4.4. For proposals submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered the official time for the purpose of determining timely submittal.
 - 1.4.5. In the event of multiple submittals of an original proposal by an Offeror, the County will only consider the most recent submittal submitted before the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original proposal and to withdraw or replace any previous submittals in the event they update their proposal. Proposals may be found non-conforming if the County is unable to determine which proposal is the most recent, timely submittal.
- 1.5. A proposal that is untimely or otherwise not submitted in conformance with 1.4 above will not be considered for award unless: it is received before award is made; the County determines that it is in its best interest to accept the proposal; and
 - 1.5.1. It is determined by the County that the late receipt was due solely to mishandling by the County, or
 - 1.5.2. No timely and conforming proposal was submitted.

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- 1.6. Proposals may not be modified after the due date, except for modifications resulting from the Contracting Officer's request for a revised proposal, Best and Final Offer (BAFO), or an addendum to the proposal.
- 1.7. Proposals may be withdrawn by written notice signed by a duly authorized representative of Offeror if received prior to Notice of Intent to Award. After Notice of Intent to Award, all proposals constitute firm offers, subject to negotiation, that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months.
 - 1.7.1. All proposals become the property of the County upon submission. An Offeror may request the return of its proposal upon withdrawal, which return the County may grant or deny in its sole discretion.
- 1.8. By submitting a proposal, Offeror agrees to these RFP Instructions and Rules and all other terms of this RFP.

2. QUESTIONS

- 2.1. Offerors shall direct requests for explanation regarding the RFP or related documents to the Contracting Officer in writing as a question ("Question"). Submit Questions by sending a message to the Contracting Officer through the "Discussions" functionality in BuyNet.
- 2.2. The County may choose not to respond to Questions received after the date and time stated Schedule. Offeror is responsible for ensuring that Questions are received by the County.

3. PROPOSAL FORMAT

- 3.1. Submit electronic proposals as files in .pdf format, except where specified otherwise. For pages other than signature pages, converted and searchable formats are preferred.
- 3.2. Proposals shall be formatted to print on 8-1/2" x 11" page size, with no less than 1/2" margins and eleven (11) point font and to be suitable for black and white reproduction with no loss of information.
- 3.3. All proposals shall be signed with a handwritten signature by an authorized officer or employee of the Offeror.
 - 3.3.1. Electronic or digital signatures will not be accepted.
 - 3.3.2. Pages requiring signatures must be scanned from an original handwritten signature. If Offerors are unable to submit a .pdf with scanned signatures, Offerors may optionally submit clear pictures of signature pages containing original handwritten signatures.

4. PROPOSAL ORGANIZATION

- 4.1. Your proposal must be organized in accordance with the Submittal Items in this RFP.
 - 4.1.1. Content shall be organized to correspond to the applicable exhibit and question or item within each exhibit.
 - 4.1.2. Offerors shall separate each exhibit into one or more files, clearly named as to the exhibit and order.
 - 4.1.3. Pages shall be consecutively numbered within each exhibit at the bottom or top margin of each page.
 - 4.1.4. Cost/Price information:
 - 4.1.4.1. All cost and pricing information must be contained within Cost/Price exhibit and be inclusive of all proposed compensation. No price data is to be included in the Program/Technical or other exhibits.
- 4.2. Confidential/Proprietary information:

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- 4.2.1. The County is a public agency subject to the California Public Records Act, Government Code § 7920.000, et seq. Some or all of the documents submitted in response to this RFP may be subject to disclosure, and the County intends to publish any resulting contracts to its public website.
- 4.2.2. It is Offeror's responsibility to identify and separate into a "CONFIDENTIAL/PROPRIETARY" exhibit and to provide a signed Nondisclosure Indemnification Agreement for:
 - 4.2.2.1. all confidential information that should be protected from disclosure, including PI (Personal Information), PII (Personally Identifiable Information), or PHI (Protected Health Information), and
 - 4.2.2.2. any proprietary or other information Offeror determines is exempt from disclosure under the California Public Records Act and wishes to protect from disclosure.
- 4.2.3. The "CONFIDENTIAL/PROPRIETARY" exhibit must be clearly labeled with all pages marked as "CONFIDENTIAL/PROPRIETARY"
- 4.2.4. Reference material in the "CONFIDENTIAL/PROPRIETARY" exhibit where it is needed to respond to a Submittal Item (for example "See response 1 contained within the "CONFIDENTIAL/PROPRIETARY" exhibit" for staff Social Security numbers").
- 4.2.5. If the County determines that a submission improperly designates information as confidential or proprietary, the County may, at its sole discretion: (i) deem the information releasable; (ii) declare the submission non-conforming/non-responsive; (iii) remove such information, or (iv) take any other appropriate action. (Note: pricing and terms and conditions are generally not considered confidential under the California Public Records Act).

5. PROPOSAL EVALUATION

- 5.1. Evaluations shall be based on the criteria contained in the Evaluation Criteria and Submittal Items to determine the proposals(s) that provide the best value to the County.
- 5.2. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the requirements of this Request for Proposals. The County shall also have the discretion to waive any irregularities or deviations from the requirements of this Request for Proposals in any submission.
- 5.3. Small-Local Business preference: In accordance with Section 405 of the San Diego County Code of Administrative Ordinances, when evaluating competing proposals, the County will give a fifteen percent (15%) price preference to offerors that meet the definition of a Small-Local Business set forth in Board Policy B-53 and that have completed the Small-Local Business Self-Certification Form.

The price preference will be applied to the proposed price portion of the evaluation only. Fifteen percent (15%) or one hundred and fifty-thousand dollars (\$150,000), whichever is less ("Price Adjustment"), shall be subtracted from any Small-Local Business's proposed price being evaluated for award ("Adjusted Price"). A Small-Local Business's Adjusted Price shall be the basis for evaluating the proposal's price. Contract award will be made to the proposer(s) providing the best value to the County after consideration of the price preference and will be made at the unadjusted price. For example, a Small-Local Business submitting a proposal for \$100,000 would be evaluated as if the proposed price was \$85,000. If, based on the Adjusted Price, the Small-Local Business is evaluated to be the best value, the Small-Local Business would be awarded a contract at the unadjusted price of \$100,000.

- 5.4. Reserved.
- 5.5. During evaluation, County may appropriately consider the sustainability and social, human health, environmental, and economic impact of Offeror's proposed products and approach to providing goods and services, in accordance with Board Policy B-67. Therefore, Offerors are encouraged to include relevant information in their proposals.

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- 5.6. During evaluation, the County may appropriately evaluate the cultural competency of Offeror and Offeror's proposed approach to providing goods and services. Therefore, Offerors are encouraged to include relevant information in their proposals.
- 5.7. When evaluating an Offeror's cost or pricing, the County may also consider the effect of the proposal on the overall total cost to the County.
- 5.8. In evaluating an Offeror's ability to satisfy the requirements of this RFP and any resulting contract, the County may also consider any parent, subsidiary, or related legal entity of Offeror, including, without limitation, a legal entity that Offeror acquired or merged with or will use as a guarantor in providing services to the County.

6. EVALUATION AND SELECTION PROCESS

- 6.1. Proposals received, including any additions, revisions, and clarifications, will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA). The County may evaluate information known to the County, in addition to the information provided in response to the RFP.
- 6.2. The County reserves the right to request clarification and/or additional information ("Clarification") from Offerors. The Contracting Officer will determine the appropriate means of requesting and obtaining Clarification, which may include telephonic communication, email, letter, presentation, oral interview, or an addendum or revision to the proposal. The County may invite Offerors to make presentations to, or participate in interviews with, the County at a date, time, and location determined by the County. Notwithstanding the foregoing, the County is not obligated to seek Clarification, therefore Offerors are advised to submit complete and accurate information in their proposals.
- 6.3. At any point in the evaluation process, the County may determine that a proposal is unacceptable in any area or that a proposal is no longer in the competitive range, and no longer consider it for award. In such cases, the Contracting Officer will attempt to notify the Offeror.
- 6.4. At any point in the evaluation process, the County may hold discussions with one or more Offerors in the competitive range. Discussions may include requests for revised proposals, Best and Final Offers (BAFOs), or addenda to the proposal that may contain additional selection factors.
- 6.5. The SSC may recommend to the SSA that award be made to one or more Offerors. After receipt and approval of the SSA's decision, the County will post a Notice of Intent to Award (NOI).
- 6.6. Upon posting of the NOI, the County will enter into contract finalization negotiations with the selected Offeror(s) and, upon successful completion, award a contract(s).
- 6.7. The County may rescind or modify the NOI at any time due to unsuccessful negotiations or if the County otherwise determines that it is in its best interest to do so.
- 6.8. Reserved.
- 6.9. The actual timing and sequence of events resulting from this RFP shall ultimately be determined by the County, in its sole discretion. The County may, at any time cancel this RFP, reject all proposals, restart evaluations, modify or replace the membership of the SSC, or correct any deficiencies in the procurement process or evaluation.

7. DEBRIEF AND REVIEW OF CONTRACT FILES

- 7.1. After an Offeror has been notified by the Contracting Officer that that Offeror's proposal is no longer being considered for award, the Offeror may request a debriefing from the Contracting Officer. For debriefings held prior to contract execution, the Offeror will be limited to a review of the information pertaining to the County's evaluation of their own proposal, in accordance with Section 9.4 of these RFP Instructions and Rules. After contract execution, debriefings may include review of other proposals, the Source Selection Committee Report, and other releasable documents.

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8. PROTEST PROCEDURE

- 8.1. Board Policy A-97 sets forth the procedures for the filing and resolution of protests related to this RFP. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's website at <https://www.sandiegocounty.gov/content/sdc/cob/ocd.html>.
- 8.2. All protests must be filed in accordance with Board Policy A-97, which requires, among other things, that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package, and be based on a protestable action and established grounds for protest.

9. COUNTY COMMITMENT

- 9.1. This RFP does not commit the County to award a contract, nor does it commit the County to pay any of Offeror's costs incurred in the preparation or submission of the proposal. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 9.2. Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).
- 9.3. The County reserves the right to separately procure the same or similar goods or services.
- 9.4. The County may withhold all information regarding this procurement until after negotiations are complete, including, but not limited to: the number of proposals received; the identity of Offeror(s); the content of proposals; the County's evaluation and results thereof; and, the identity of the members of the SSC. Information releasable after the conclusion of negotiations is subject to the disclosure requirements and withholding exemptions of the California Public Records Act.
- 9.5. Pursuant to County Charter §§ 703.10 and 916, award of a contract resulting from this RFP may be subject to the County's requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service
- 9.6. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.

10. DILIGENCE AND DUTY TO INQUIRE

- 10.1. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFP or related documents, Offeror shall have a duty to submit a Question to the County.
- 10.2. Offerors are expected to perform reasonable due diligence with regard to this RFP and the work required, including, but not limited to, information that is publicly or otherwise reasonably available and, if applicable, information that can be obtained during a site visit (including verification of measurements, conditions, and other attributes). Neither the selected Offeror(s), nor any Offerors, shall be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence.
- 10.3. The County makes no representation or warranty, express or implied, as to the accuracy or completeness of any diligence material or other information provided by the County or any of its agents, representatives, contractors or consultants. Such information may reflect good faith assumptions, estimates, or projections, which may or may not prove to be correct.
- 10.4. Offeror should not rely upon oral statements made or explanations given by the County, including any oral responses to Questions or other inquiries. No prior, current, or post award communication(s) with any officer, agent, or employee of the County shall affect or modify any terms or requirements of this RFP, except as explicitly provided for in this RFP.

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11. OFFEROR COMMUNICATIONS

- 11.1. All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFP or the Offeror's proposal, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Offerors shall not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFP or by law. Any improper contact may, at the County's sole discretion, cause the Offeror to be removed from consideration for contract award.
- 11.2. If Offeror issues any public announcement, or otherwise engages in communication that, in the County's sole determination, compromises the integrity of this RFP process or attempts to restrain competition, Offeror may be removed from consideration for award.
- 11.3. Audio and/or video recording of pre-proposal conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFP are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. SOLICITING EMPLOYEES

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

13. PROHIBITED CONTRACTS AND SUBCONTRACTS

- 13.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
 - 13.1.1. Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
 - 13.1.2. Profit making firms or businesses in which employees described in subsection 13.1.1 serve as officers, principals, partners or major shareholders;
 - 13.1.3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection 13.1.1, and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
 - 13.1.4. Profit making firms or businesses in which the former employees described in subsection 13.1.3 serve as officers, principals, partners or major shareholders.
- 13.2. Per Board Policy A-79, a successful Offeror that is a non-profit corporation shall not subcontract any work under the agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors.
- 13.3. Offeror certifies that if awarded a contract under this RFP, such contract will be in compliance with Sections 13.1 and 13.2 above. Offeror shall promptly notify the County of any change in circumstance affecting these provisions.

14. CALIFORNIA REVENUE & TAXATION CODE § 18662

- 14.1. In compliance with California Revenue and Taxation Code § 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed Franchise Tax Board Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior

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to the first payment from the County, new suppliers, or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

- 14.2. Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response remains valid, Offeror should submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should access the Franchise Tax Board websites, listed below, for tax forms and relevant information regarding non-resident withholding, including waivers or reductions. The County will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance.

Franchise Tax Board Websites:

<https://www.ftb.ca.gov>

<https://www.ftb.ca.gov/forms/search/>

- 14.3. If selected for award, the Offeror must submit applicable forms to the Auditor & Controller via fax, at (858) 694-2060, or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code § 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

15. W-9 FORM

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

16. PREVAILING WAGE

- 16.1. Reserved.

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C. EVALUATION CRITERIA

Proposal Evaluation Criteria

The evaluation criteria listed below are in descending order of importance by paragraph, not subparagraph, and will be considered in the evaluation of the Offeror's written and oral proposals accordingly. Proposals should give clear, concise information in sufficient detail to allow an evaluation based on these criteria.

Criteria	Key factors include, but are not limited to:
Program Design and Approach	<ul style="list-style-type: none">• Offeror's acceptance of the proposed Statement of Work (SOW).• Offeror's methodology and approach demonstrates the ability to provide services outlined in the SOW and to meet the goals and outcome objectives effectively and efficiently.
Organizational Capability, Experience, and Qualifications	<ul style="list-style-type: none">• Offeror's experience and knowledge providing billing services for ambulance transportation services and fire inspection billing are achieved for the focus population and how the organization's framework supports the program's goals and outcomes.• Offeror shows experience and qualifications providing billing services for ambulance transportation services and fire inspection billing.
Implementation Plan	<ul style="list-style-type: none">• Offeror's proposed implementation plan is feasible, operationally effective, and efficient in the completion of milestones including ensuring all payers for ambulance billing are enrolled prior to the contract start date.
Organizational Stability and Risk	<ul style="list-style-type: none">• Offeror's fiscal stability, contract performance, and litigation history.
Pricing	<ul style="list-style-type: none">• The extent to which Offeror's proposed pricing is reasonable.• The extent to which the Offeror provides stable, comprehensive, and predictable pricing that limits pricing risk or variance, the likelihood that the Statement of Work can be completed within proposed pricing, the reasonableness and clarity.
Acceptance of Terms and Conditions and Insurance	<ul style="list-style-type: none">• Overall risk to the County resulting from Offeror's agreement with, or exception to the Terms and Conditions and Insurance.

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D. SUBMITTAL ITEMS

Proposals should give clear, concise information in sufficient detail and in the order presented below to allow for a comprehensive evaluation. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the Submittal Requirements described by these Submittal Items. The County shall also have the discretion to waive any irregularities or variances from these Submittal Items in any submission and/or seek Clarification.

Offeror's response to these Submittal Items shall be no more than thirty (30) pages, excluding disclosures, financials, sample reports, etc.

1) EXHIBIT 1 - REQUIRED FORMS

- 1.1. Submit a completed and signed Offeror's Cover Page (PC600) form
 - Required for all Offerors
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC600_dpc_Offerors_Cover_Page.pdf
- 1.2. Submit a completed and signed Representations and Certifications form (PC601)
 - Required for all Offerors
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC601_dpc_Reps_and_Certs.pdf
- 1.3. Submit a completed and signed Small-Local Business Self-Certification Form (PC610)
 - Required if claiming Small-Local Business Preference; All other Offerors are encouraged to complete this form to support County data collection.
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC610_dpc_Small_Local_Self_Cert.pdf
- 1.4. Confirm understanding and acceptance "YES/NO" of Small-Local Business Subcontractor Participation Requirements:
YES ☐ NO ☐
 - As this contract is an indefinite delivery/indefinite quantity contract, Small-Local Business Subcontractor Participation Requirements as set forth in Board Policy B-53 apply at the time of task order issuance, based on the value of an individual task order. Offeror does not need to submit a Small-Local Business Subcontractor Utilization Plan with its submittal. The draft agreement contains a link to the form the successful offeror must use to submit its Small-Local Business Subcontractor Utilization Plan for individual task orders. Where the value of services for a task order exceeds \$1 million in annual value, the successful offeror must demonstrate that it (i) will either meet or exceed a 3% Small-Local Business Subcontractor Participation Requirement or show a good faith effort to do so, or (ii) is exempt from the Small-Local Business Subcontractor Participation Requirements.
- 1.5. Submit a completed and signed Nondisclosure Indemnification Agreement (PC620) (if applicable).
 - Required if submitting Confidential/Proprietary Information (see RFP Instructions and Rules section 4.2)
 - located at:
https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC620_dpc_Nondisclosure_Indemnity.pdf
- 1.6. Attachment 1 – Information Technology Requirements: Business Critical
 - Required for all Offerors
 - Included in Section E of this RFP
- 1.7. Attachment 2 – Information Technology Requirements: Detailed Technical
 - Required for all Offerors
 - Included in Section E of this RFP

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1.8. Attachment 3 – Data Security Checklist

- Required for all Offerors
- Included in Section E of this RFP

2) EXHIBIT 2 - PROGRAM/TECHNICAL EXHIBIT

Section 2A: Program Design and Approach

- 2.1. Provide a statement that Offeror has read, understands, and accepts the Statement of Work (SOW). If Offeror does not accept all portions of the SOW, then provide a marked up redline version of the SOW that provides applicable alternative language with an explanation to support any alternative standards/language being proposed. Failure to specifically reject a proposed requirement(s) will be deemed an acceptance of such requirement. By accepting, Offeror may not introduce negotiations to the SOW requirements upon award.

Note: Non-acceptance of the Statement of Work is evaluated as unfavorable and will be evaluated as such.

- 2.2. Provide a detailed response describing your approach to fulfilling the service requirements outlined in Statement of Work (SOW), Sections 3, and Sections 6-12. When referring to a specific requirement in the SOW, include its corresponding number for easy reference. Offeror's response should clearly explain how the required services will be performed and how they will meet the specified requirements. Focus on the methods and procedures that will be used to meet the key requirements in the SOW. Descriptions for each work component should be labeled with the appropriate submittal requirement and/or SOW section number.
- 2.3. Describe your approach, methods, and strategies for providing billing and collection services, as outlined in SOW Section 7. Include the following information:
- 2.3.1. Provide a projected net collection rates per payer type and estimated collections, in dollars, for both CSA 17 & San Diego County Fire Protection District (SDCFPD), as outlined in SOW Sections 3.2.1 and 3.2.1.1. – 3.2.1.6.
 - 2.3.2. Describe your process for electronically retrieving ambulance service information, as outlined in SOW Sections 7.1.1-7.1.4.
 - 2.3.3. Describe how you will manage and fund access to San Diego Health Connect (SDHC), or similar provider, if County's arrangement changes during the term of the contract, as outlined in SOW Section 7.1.5.
 - 2.3.4. Describe your process for reviewing and processing patient records, including coordination with ambulance providers, patients, and hospitals, as outlined in SOW Sections 7.2.1-7.2.2.
 - 2.3.5. Describe your process for managing denied or disallowed claims, as outlined in SOW Section 7.4.2.
 - 2.3.6. Describe your process for managing claims with no response or claims returned as undeliverable, as outline in SOW Section 7.4.3.
 - 2.3.7. Describe your process for managing self-pay accounts, as outlined in SOW Section 7.4.4.
 - 2.3.8. Describe your process for managing the receipt of payments, as outlined in SOW Section 7.4.5.
 - 2.3.9. Describe your process for managing manage refunds, including required documentation, as outlined in SOW Section 7.6.
- 2.4. Describe your approach, methods, and strategies for providing billing and collection services to San Diego County Fire (County Fire), for fire inspection billing, as outlined in SOW Section 8. Include the following information:
- 2.4.1. Describe your process for electronically retrieving fire inspection service information, as outlined in SOW Section 8.1.
 - 2.4.2. Describe your process for reviewing and processing records received, including coordination

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- with County Fire and businesses, as outlined in SOW Section 8.2.1-8.2.2.
- 2.4.3. Describe your process for managing invoices with no response or invoices returned as undeliverable, as outlined in SOW Section 8.3.2.
 - 2.4.4. Describe your process for receiving and managing payments, as outlined in SOW Section 8.4.
 - 2.4.5. Describe your process for managing refunds, including sample documentation, as outlined in SOW Section 8.6.
- 2.5. Describe your process for data collection and reporting for ambulance billing and collection services, as outlined in SOW Section 9. Include sample reports, charts, and analyses that demonstrate reporting capabilities for transport volumes, gross charges, net collections, and payer mix.
 - 2.6. Describe your process for data collection and reporting for fire inspection billing and collection services, as outlined in SOW Section 9.2. Include sample reports, charts, and analyses that demonstrate reporting capabilities for inspection volumes, gross charges, and net collections.
 - 2.7. Provide example(s) of an interactive dashboard that demonstrates how the reporting requirements identified in the SOW will be displayed, as outlined in SOW Section 9.3.
 - 2.8. Describe your automated electronic system for billing and collection services, as outlined in SOW Section 10. Include the following information:
 - 2.8.1. Describe how electronic claims will be generated and submitted to major payers, as outlined in SOW Section 10.2.2.
 - 2.8.2. Describe how accounts will be tracked and monitored to ensure timely follow-up, as outlined in SOW Section 10.2.3.
 - 2.8.3. Describe how your system will integrate with the County's vendor for electronic and credit card payments, as outlined in SOW Section 10.2.4.
 - 2.8.4. Describe how required reports will be provided electronically and include a sample report, as outlined in SOW Section 10.3.
 - 2.8.5. Describe your process for providing 24/7/365 technical support for the electronic system, as outlined in SOW Section 10.4.

Section 2B: Organizational Capability, Experience, and Qualifications

- 2.9. Provide a resume of Offeror's experience within the last five (5) years in developing and implementing the same or similar services as described in the SOW.
 - 2.9.1. If Offeror does not have experience providing the same or similar services, describe Offeror's relevant experience that demonstrates the ability to perform these services. Include the following information for up to five (5) contracts that are most recent and relevant to the services in this solicitation, beginning with the most recent, and ending with the oldest of those selected:
 - 2.9.1.1. Organization name, address, phone number, email address, director and contact person(s); Dates of operation, focus population; a brief description of the services provided; and annual and total contract values. Include letters of support from the Offeror's workforce and the Offeror's highest level of ownership, if applicable.
 - 2.9.2. Indicate the length of time the Offeror's organization has been in business under the present name as well as any prior business names. Indicate if the Offeror's organization is a separate subsidiary of another company.
- 2.10. Provide a list of government contracts for the same or similar services that the Offeror's organization has performed within the last five (5) years. If the Offeror has more than ten (10) relevant contracts, provide no more than ten (10), listed in reverse chronological order, beginning with the most recent.
 - 2.10.1. Include contracts with state, federal, local government, private foundation, or other entities for the same or similar services.

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- 2.10.2. If Offeror has not held government contracts, provide details of any comparable government-managed service contracts of similar size and scope. Include the following information:
 - 2.10.2.1. Indicate whether the Offeror served as the primary contractor or subcontractor.
 - 2.10.2.2. Include the contract number, type of services provided, length of contract, performance outcomes, and any compliance issues.
 - 2.10.2.3. Include contract point of contact for County verification purposes. Include the following:
 - 2.10.2.3.1. First and Last Name
 - 2.10.2.3.2. Phone Number
 - 2.10.2.3.3. Email Address
- 2.11. Organizational Chart: Provide an organizational chart that describes the Offeror's overall structure and illustrates how the proposed program integrates with other divisions, programs, and sections. Clearly indicate the lines of management, authority, and responsibility.
- 2.12. Staffing Chart: Provide a clear and legible staffing chart detailing the Offeror's proposed program structure, including all program staff positions and reporting responsibilities. If known, include staff names and titles. Clearly identify any bilingual positions, as well as proposed volunteer and non-paid roles, if applicable. Offerors may combine the organizational and staffing charts, provided all required information is included.
 - 2.12.1. Describe the diversity of your organization's workforce, including representation in leadership positions.
- 2.13. Job Descriptions: Provide a one (1) page job description for every staff category in the Program, including all administrative, support, and direct service staff positions by position title, including the specific positions identified in the SOW. Identify primary duties/responsibilities, range of authority and minimum requirements for employment skills (including linguistic and cultural skills), education, experience, licenses and certifications, etc. If position is not a full-time position, identify the portion of a full-time position, such as 0.75, 0.50, etc. Include hourly and annual salary range and benefits. Include all volunteer and other non-paid positions
- 2.14. Staff Resumes: Provide brief resumes for all executive level and program management staff who are currently employed by the Offeror's organization or who the Offeror plans to employ to fill positions in the staffing schedule to accomplish the requirements of this solicitation.
 - 2.14.1. Include the proposed position title from the staffing schedule on each resume.
 - 2.14.2. Resumes should include sufficient details to demonstrate that the individual is qualified for their assigned position. Provide a history of relevant education, experience, and any professional licenses or certifications applicable to their role.
 - 2.14.3. For prospective employees not currently on staff, include a dated letter signed by each individual confirming their commitment to accept employment if a contract is awarded to the Offeror's organization. These letters should be placed immediately after the individual's resume.

NOTE: Do not include personally identifiable information, such as Social Security numbers, home addresses, or phone numbers, etc.
- 2.15. Staff Hiring: Describe how recruitment efforts will fill program positions, including addressing and minimizing challenges in hiring bicultural/bilingual staff, and timelines to fill each position in the program. Description should include but is not limited to the following.
 - 2.15.1. Contractor shall describe their organization's approach of methods to achieve culturally responsive, diverse, and community-based services in performing the SOW. Provide sufficient detail that demonstrates how these approaches will effectively and efficiently meet the requirements, goals, and proposed process outcomes.

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- 2.15.2. Describe the specific measures you have implemented to promote diversity and inclusion within your organization.
- 2.16. Diversity & Inclusion: Describe how Offeror will address diversity, equity, and inclusion to promote a workforce that reflects the region's population.
- 2.17. Consultants/Subcontractor or Memorandum of Agreement Linkages: If consultants/subcontractors are to be used to meet specific requirements of the SOW under a Memorandum of Agreement (including volunteer services), provide a list of those consultants/subcontractors with the following information. Do not include copies of the subcontract agreements or Memorandum of Agreements.
 - 2.17.1. Fully identify the types of agreements and organizations and describe, in accordance with the appropriate experience requirements specified above, the experience of each subcontractor or other organization in meeting the specific program requirements.
 - 2.17.2. Describe the specific program requirements for which the subcontractor(s) shall be responsible, and how the requirements will be monitored by the Offeror.
 - 2.17.3. Specify whether or not the subcontractor or other organization has committed to the contract or agreement.

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

Section 2C: Implementation Plan

- 2.18. Provide a detailed implementation plan for the program. Include a Gantt chart, or similar project timeline, identifying all activities required to achieve full program implementation and active billing, based on an estimated start date of July 1, 2027. The timeline should include key tasks, implementation strategies, responsible parties (e.g., personnel, organizations, agencies), dependencies, milestones, and estimated start and completion dates.
 - 2.18.1. Describe the proposed implementation schedule, including the time required for program startup, onboarding of all possible payers for ambulance billing, commencement of services, and achievement of full operational capacity. Responses should explain how continuity of billing and revenue collection will be maintained during onboarding and transition activities.
 - 2.18.2. If additional implementation costs are required, provide a detailed cost breakdown and timeline.
 - 2.18.3. Describe the required format and method for receiving open and pending accounts from the County's existing billing vendor for initial system integration, in accordance with SOW Section 12.1.3.

Section 2D: Organizational Stability and Risk

- 2.19. Financial Information:
 - 2.19.1. Submit documentation demonstrating fiscal solvency and how Offeror will maintain solvency throughout the contract term. Briefly outline the internal fiscal management process the organization will use to monitor and ensure that County funding and other revenues are adequate to meet program costs.
 - 2.19.2. Submit, as applicable, the most current un-audited financial statements, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).
 - 2.19.3. Submit, as applicable, the following information for the last three (3) fiscal years. Annual audit report to include:
 - 2.19.3.1. Audited financial statements with the applicable notes.
 - 2.19.3.2. Independent Auditor's Report on Compliance and Internal Control over Financial

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Reporting based on an Audit of the Financial Statements in Accordance with
Government Accounting Standards.

- 2.19.3.3. Independent Auditor's Statement of Findings and Questioned costs.
- 2.19.4. If Offeror does not have audited financial statements, submit un-audited financial statements for the last three (3) Fiscal Years, to include the Statement of Financial Position (Balance Sheet), the Statement of Activities (Income Statement), and Cash Flow Statement.
- 2.19.5. Provide documentation that Offeror has sufficient reserves to maintain the program for sixty (60) days. Documentation may include cash and/or credit reserves.
- 2.19.6. If a local subsidiary corporation, provide the articles of incorporation for the parent corporation along with their unaudited financial statements, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).
- 2.20. Non-compliance Information.
 - 2.20.1. Provide a summary and documentation of contract performance and Offeror's compliance for the last three (3) contract years.
 - 2.20.2. List all corrective actions, including In-Depth Invoice Reviews, Corrective Action Notices, or similarly related reviews and/or notices of non-compliance; also list why the corrective actions were issued, their required timelines/ deadlines, how they were resolved, and if they were resolved within the required timeline/deadline.
 - 2.20.3. Provide history of all programs on a required Corrective Action, Contract Risk Report, or similarly related history on correction actions or risk reports within the past five (5) years, including program name, reason for corrective action, and corrective action timeline.
 - 2.20.4. Provide a detailed listing of any breach or noncompliance, failure, or refusals to complete a contract; information on early termination and details of any and all liquidated damages assessed by any entity during the last three (3) years.
 - 2.20.5. If none, state as such in the submittal response.
- 2.21. References: Provide a minimum of three (3) positive business references, for the Offeror's most relevant similar projects or programs within the past five (5) years. Each reference should be summarized in no more than one (1) page and should include the following:
 - 2.21.1. Reference organization's name and purpose.
 - 2.21.2. Reference organization's mailing address, phone number, and email address.
 - 2.21.3. Contact persons representing the reference organization, title, phone, and email address. The referenced contact person must be familiar with the Offeror, and the Offeror's relevant experience and performance.
 - 2.21.4. Brief statement of the person's or organization's relationship to the Offeror and the period of the relationship.
 - 2.21.5. A summary narrative of the applicable work provided; fee and contract term for the work; if the program's service was completed within the original contract fee and term (explain reasons for any fee increase and delays); problems encountered and resolutions; contract objectives and results. Explain how the experience gained could be beneficially applied to this project.
 - 2.21.6. If previous work was not similar, list three (3) positive references who can attest to the Offeror's competency.

NOTE: County staff may verify the information. The County will make reasonable attempts to contact any reference, and the inability to contact a reference may be treated as an unfavorable reference for evaluation purposes. An unfavorable response is a response from a listed reference stating they would not enlist the organization to perform services again in the future, or comments provided that the County deems to be

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substantially negative or reflective of substandard service.

The County reserves the right to contact County departments or any other agency for which the organization has previously performed under contract. The County also reserves the right to make its own inquiries to other sources for which services have been performed but are not listed. The County may, at its sole discretion, disqualify a vendor if the requested number of references stated is not provided or responses are considered unfavorable.

DO NOT USE SAN DIEGO COUNTY OF SAN DIEGO STAFF AS REFERENCE.

- 2.22. Litigation: If applicable, provide a description of any litigation and resolution involving the Offeror's organization or principal officers within the past five (5) years related to the Offeror's performance of a contract for similar services.
- 2.22.1. Provide a copy of a letter from the Offeror's attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent fiscal year.
 - 2.22.2. List information concerning the status of any lawsuits and pending litigation of Offeror and principals thereof, and a description of any litigation active in the past five (5) years related to Offeror's past performance under contracts similar to the one proposed in this RFP.
 - 2.22.3. Explain if Offeror, or any of its officers, are presently the subject of any investigation, accusation, or charges by any federal, State, or local law enforcement agency; or licensing/certification body as certified in Paragraph 4.2.3 of the Representations and Certifications form in this packet.
 - 2.22.4. If none, state as such in the submittal response.

3) EXHIBIT 3 - COST/PRICE EXHIBIT

- 3.1. Submit a completed Payment Schedule
- 3.2. Pricing shall be inclusive and account for operational and overhead expenses, and any additional expense necessary to meet the requirements as described in the Statement of Work and the Offeror's Implementation Plan.

4) EXHIBIT 4 – ACCEPTANCE OF TERMS AND CONDITIONS

- 4.1. Confirm acceptance “YES/NO” of the County of San Diego's Draft Agreement (including insurance requirements):

YES ☐ NO ☐

- 4.1.1 If “NO,” provide a detailed list of exceptions to the Draft Agreement, the nature of its concern, and what terms the Offeror is willing to accept.

Note: The Offeror will be deemed to have accepted any terms and conditions of the Draft Agreement to which it does not take exception to in its response to this RFP. The County may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make Offeror's response to the solicitation unacceptable.

5) EXHIBIT 5 – CONFIDENTIAL PROPRIETARY

- 5.1 Include any Confidential/Proprietary Information in this exhibit, in accordance with RFP Instructions and Rules section 4.2

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E. REQUIRED FORMS

The following of the required forms are included in this RFP and should be completed and submitted as part of Exhibit 1 – Required Forms as described in the Submittal Items. Other forms may be obtained from the links provided for, or as otherwise instructed, in the Submittal Items.

- 1.6. Attachment 1 – Information Technology Requirements: Business Critical, which is posted to BuyNet separately in an Excel spreadsheet. (as a file named: rfp_13227_att 1_business critical_information technology requirements)
- 1.7. Attachment 2 – Information Technology Requirements: Detailed Technical, which is posted to BuyNet separately in an Excel spreadsheet. (as a file named: rfp_13227_att 2_detailed technical_information technology requirements)
- 1.8. Attachment 3 – Data Security Checklist, which is posted to BuyNet separately in an Excel spreadsheet. (as a file named: rfp_13227_att 3_data security checklist)

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F. STATEMENT OF WORK

1. Scope of Work/Purpose

Contractor shall provide comprehensive billing and collection services for services for ambulance service areas and fire inspection fees for San Diego County Fire (County Fire) and the San Diego County Fire Protection District (SDCFPD).

2. Background Information

The County of San Diego (County), through County Fire, operates and manages two ambulance service areas: County Service Area 17 (CSA 17) and the SDCFPD Ground Ambulance Service Area (ASA). County Fire also provides fire inspection services for the County and the Deer Springs Fire Protection District (DSFPD).

The San Diego County Office of Emergency Medical Services (EMS) is responsible for planning and managing the countywide emergency medical services system. As part of this system, the County has established exclusive operating areas, including CSA 17, SDCFPD, and DSFPD, for the provision of 9-1-1 Advanced Life Support (ALS) ambulance services.

Ambulance services in CSA 17 are funded through property taxes, special benefit taxes paid by CSA residents, and ambulance transport fees charged to patients who use the service. To support the billing and collection of these transport fees, the County contracts with a third-party vendor that specializes in ambulance billing services. Transport fee rates for CSA 17 and SDCFPD are established by the County’s Board of Supervisors.

CSA 17 currently operates 6.5 ambulance units, with an average transport distance of 6.6 miles per call (in Fiscal Year 24-25).

The table below shows billable transports, gross charges, and net charges for CSA 17 over the past three fiscal years. On July 1, 2025, CSA 17 ambulance transport rates were increased to align with the rates established for the SDCFPD Ambulance Service Area (ASA), as described in Section 6.2.1. As a result, gross and net charges per transport in CSA 17 are expected to move closer to the values shown for SDCFPD in FY 2024–25.

CSA 17

	FY 22–23	FY 23–24	FY 24–25
Transports	6,193	6,601	6,845
Gross Charges	\$4,694,351	\$4,553,699	\$4,855,499
Gross Charges per Transport	\$758	\$689	\$709
Net Charges	\$3,700,715	\$4,037,886	\$4,217,251
Net Charges per Transport	\$597	\$611	\$616

The table below shows billable transports, gross charges, and net charges for the SDCFPD ASA for the past two fiscal years.

SDCFPD ASA

	FY 23–24	FY 24–25
Transports	10,427	12,828
Gross Charges	\$34,809,997	\$48,987,733
Gross Charges per Transport	\$3,338	\$3,818

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Net Charges	\$16,976,062	\$22,615,813
Net Charges per Transport	\$1,628	\$1,763

CSA 17 Payer Mix (FY 2024–25)

Payer	Percentage
Medicare	57.20%
Medi-Cal (Medicaid)	13%
Commercial Insurance	20%
Private Pay	9%
Other	0.80%
Total	100%

SDCFPD ASA Payer Mix (FY 2024–25)

Payer	Percentage
Medicare	34.40%
Medi-Cal (Medicaid)	17.40%
Commercial Insurance	12.20%
Private Pay	19.20%
Other (Auto, Correctional Facilities, Workers' Compensation)	16.80%
Total	100%

3. Goals and Outcomes

3.1. Goals: Contractor shall deliver accurate, timely, and compliant billing and collection services that maximize revenue recovery while maintaining high standards of customer service and regulatory compliance.

3.2. Outcome Objectives:

3.2.1. Contractor shall maintain a minimum annual net collection rate by payer type, as listed below, on accounts for CSA 17 and the SDCFPD.

3.2.1.1. Medicare: 80%

3.2.1.2. Medicare Advantage: 70%

3.2.1.3. Medicaid: 90%

3.2.1.4. Managed Medicaid: 90%

3.2.1.5. Commercial Insurance: 40%

3.2.1.6. Government (VA, Tricare, IHS): 80%

3.3. Process Objectives:

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3.3.1. Contractor shall process 100% of billings submitted to the Contractor by CSA 17 and SDCFPD's ambulance service providers and fire inspection services for County Fire.

4. Focus Population and Geographic Area

4.1. Focus Population: Contractor shall provide services to all individuals and entities receiving ambulance or fire inspection services within CSA 17, SDCFPD, and associated response areas, including mutual aid responses.

4.1.1. CSA 17 ambulance providers respond to emergency calls for both residents and non-residents within the CSA. SDCFPD ambulances respond to emergency calls within and surrounding the San Diego County Fire Protection District. Ambulance providers may also be asked to assist on emergency calls outside of the boundaries for mutual aid or other service requests. These responses may result either in a billable transport or non-transport that would be referred to the Contractor.

4.2. Geographical Service Areas:

4.2.1. CSA 17, also known as the San Dieguito Emergency Medical Services District, provides coverage for the City of Del Mar, City of Solana Beach, City of Encinitas and the Rancho Santa Fe Fire Protection District.

4.2.2. SDCFPD ASA provides coverage for much of the unincorporated backcountry in San Diego County. SDCFPD also provides ambulance services in other areas when the designated private ambulance contractor is not available or is unable to respond to an incident. Over the coming years, additional ambulance service areas may be placed under SDCFPD management, which would increase the number of billable ambulance transportation services.

5. Definitions

5.1. ALS: Advanced Life Support

5.2. BLS: Basic Life Support

5.3. Account: Electronic record maintained for each transport/assessment that specifies the amount owed, payer identified, and transactions.

5.4. Collections: Total payments received on accounts during a specified time period. For the purposes of this contract, this term does not refer to a Collection Agency or any third-party entity that pursues payment on loans or debts after the billing and collection efforts described in this contract have been unsuccessful.

5.5. County Service Area 17 transport: All individuals transported by CSA 17 ambulances, regardless of residency status.

5.6. Legacy: Any account established prior to the billing provider beginning services for the agency.

5.7. Mutual Aid Services: Ambulance services provided to anyone outside CSA 17 and/or SDCFPD boundaries by the ambulance service provider.

5.8. Net Collection Rate: Total amount of payments received on accounts during a specified time period divided by the total amount owed on accounts minus any allowable adjustments such as payer reimbursement rate caps.

5.9. Non-resident: A person who lives outside the CSA 17 boundary and receives ambulance services within the CSA 17 boundary.

5.10. Resident: A person who lives within the CSA 17 boundary and receives service within the CSA 17 boundary. The County shall provide specific guidance on how balance billing shall be handled for these resident patients.

5.11. San Diego County Fire Protection District area transport: All individuals transported by SDCFPD ambulances, regardless of residency status.

5.12. San Diego Health Connect: San Diego Health Connect (SDHC) is the local Health Information Exchange (HIE) and serves 40% of the hospitals in the service area. SDHC provides a portal to the database where billing information can be retrieved by the vendor.

5.13. Self-Pay Account: An account where an appropriate third-party payer has not been identified and the individual receiving the service, or a responsible party, is billed.

5.14. Quasi-Governmental Agency: An organization that is not a direct government entity but is authorized, funded, or regulated by a government body to perform public functions, including administering or paying for services.

6. General Requirements for Service Delivery

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- 6.1. Independent Billing and Collection Service: Contractor shall operate as an independent billing and collection entity. County shall designate the Contractor as its agent for the purpose of providing billing and collection services for CSA 17, SDCFPD, and County Fire. Contractor shall act as the intermediary with Medicare, Medi-Cal, and other payors and may submit claims based on billing information submitted to the Contractor by the ambulance service providers for CSA 17 and SDCFPD.
- 6.2. Fee Schedule:
 - 6.2.1. Contractor shall submit billing based on the current fee schedule approved by the Board of Supervisors. Established fees for CSA 17, SDCFPD, and County Fire can be found in the San Diego County Code of Administrative Ordinances, Article XX Fees and Charges, Sections 369, 369, and 362.5, respectively, or on the following website: https://codelibrary.amlegal.com/codes/san_diego/latest/sandiego_admin/0-0-0-38744
- 6.3. Program Manager: Contractor shall designate a local Program Manager to serve as the liaison with the County and service providers for CSA 17 and SDCFPD.
 - 6.3.1. Program Manager shall have working knowledge of emergency medical services billing operations and serve as a point of contact for communications regarding billing services.
 - 6.3.2. Contractor shall notify the County of changes to the designated Program Manager within three (3) business days.
- 6.4. Communication with Service Providers: Contractor shall communicate with the CSA 17, SDCFPD, and County Fire service providers as needed to obtain the following:
 - 6.4.1. Required Emergency Medical Services Billing data used for all ambulance services, which includes CSA 17 resident or non-resident status, payer source information, patient eligibility, services provided, and patient condition.
 - 6.4.2. Fire Inspection billing data used for Fire Inspections such as Inspection number, business name, inspection address, responsible party, responsible party address, etc.
 - 6.4.3. Notification to the CSA 17 and SDCFPD ambulance service providers of any accounts that require special attention.
- 6.5. Training: Contractor shall provide as-needed training to CSA 17 and SDCFPD ambulance staff at County's request regarding the contractor's billing process.
 - 6.5.1. Contractor shall provide an educational outreach team offering twenty-four (24) hours and day, seven (7) days a week on demand, online training.
- 6.6. County Access: Contractor shall allow the County to monitor, audit, review, examine, or study the methods, procedures, and results of the billing and collection methods used.
- 6.7. Adherence to State and Federal Laws and Regulations: Contractor shall adhere to all state and federal laws and regulations in effect during the term of this contract.
- 6.8. Confidentiality:
 - 6.8.1. Contractor shall be responsible for abiding by applicable laws and regulations regarding data collected for each client.
 - 6.8.2. Contractor shall use administrative, physical, and technical safeguards to prevent unauthorized access to patient records.
 - 6.8.3. Contractor shall not use or disclose patient information beyond the uses specified in this contract.
 - 6.8.4. Contractor shall report to the County any unauthorized access to patient information.
- 6.9. Financial and Banking Information:
 - 6.9.1. County shall establish and maintain separate bank accounts for CSA 17, SDCFPD, and County Fire's Fire Inspection billing.
 - 6.9.2. Contractor shall deposit all collections received for CSA 17 to the designated bank account for CSA 17.
 - 6.9.3. Contractor shall deposit all collections received for SDCFPD to the designated bank account for SDCFPD.
 - 6.9.4. Contractor shall deposit all collections received for Fire Inspection billing to the designated bank account for County Fire.

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6.10. Contractor shall attend Citizens Advisory Committee/Fire Advisory Board meetings for CSA 17 and the SDCFPD, at least once a year, as requested by the County on a mutually agreed upon date. Annual or other reports on billing and collection services may be requested by the County for the purpose of these meetings to be shared with the Citizens Advisory Committee/Fire Advisory Board members.

7. Specific Requirements for Ambulance Services Delivery

7.1. Retrieval of Ambulance Services Information for Billing

- 7.1.1. Contractor shall develop and maintain procedures for electronic retrieval of information regarding ambulance services submitted by CSA 17 and SDCFPD ambulance providers. Contractor shall provide this information to the County upon request.
- 7.1.2. Ambulance services information for retrieval includes, but is not limited to, demographic information, insurance, and miles of transport for the patient.
- 7.1.3. Contractor shall begin retrieval of ambulance services information for ambulance services provided on the effective date of this contract.
- 7.1.4. Contractor shall track and submit the total number of emergency medical transports by payer type, including Medi-Cal Fee for Service (FFS) and Medi-Cal managed care ground emergency medical transports, and all other payer types, quarterly and annually.
- 7.1.5. County shall provide Contractor access into SDHC, or similar provider, at County's expense. Throughout the term of this contract, this arrangement may change and Contractor may be required to manage and finance their own access into SDHC, or similar provider.

7.2. Process for Verification of Patient Ambulance Services Information

- 7.2.1. Once the patient ambulance services information is received, Contractor shall review each record for completeness and accuracy.
 - 7.2.1.1. Contractor shall develop and maintain procedures on verification of patient ambulance services information for incomplete records. Contractor shall provide this information to the County upon request. Contractor shall make efforts to complete the missing information including the following:
 - 7.2.1.1.1. Contact with the appropriate CSA 17 and SDCFPD ambulance provider.
 - 7.2.1.1.2. Contact with patients who received services, when appropriate.
 - 7.2.1.1.3. Contact with hospitals that receive transported patients, when appropriate.
 - 7.2.1.1.4. Discuss issues regarding information verification at CSA 17 and SDCFPD Operations Meetings.
- 7.2.2. Once patient information is complete, Contractor shall create an account for the service provided.

7.3. Determination of Appropriate Payer

- 7.3.1. For all accounts, the contractor shall screen to determine all appropriate payers, including but not limited to individual persons, insurance carriers, Medicare and Medi-Cal intermediaries, companies, governmental and quasi-governmental agencies, and any other source of payment identified.

7.4. Invoicing Cycle: When invoicing on accounts, an invoice is created immediately upon receipt of patient and transport information. Payment in full is due thirty (30) calendar days after the service was rendered. Vendor shall attempt to collect unpaid accounts using standard collection methods. Unpaid balances remaining after one hundred and eighty (180) calendar days shall be referred to the County for further collection efforts.

7.4.1. Third Party Billing Accounts: If the appropriate payer is determined to be a third party, contractor shall:

- 7.4.1.1. Prepare and submit claims and any other required forms to all appropriate payers, electronically when possible.
- 7.4.1.2. Track all claims submitted and implement a follow-up system for denied or disallowed claims and claims that have not received a response or returned as undeliverable. Contractor shall provide this information to the County upon request.

7.4.2. Denied or Disallowed Claims: Contractor shall implement a procedure for handling denied or disallowed claims that includes:

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- 7.4.2.1. Reviewing claim previously submitted for accuracy.
- 7.4.2.2. Resubmitting the claim per the payer's appeal process where applicable.
- 7.4.2.3. Contacting patients who received services.
- 7.4.2.4. Contractor shall utilize an account resolution specialist as part of their denial management system.
- 7.4.3. Claims with No Response or Returned as Undeliverable
 - 7.4.3.1. For submitted claims that do not receive a response within thirty (30) calendar days (or longer per payer guidelines) or are returned as undeliverable, contractor shall follow up with payer on claim and resubmit claim where applicable.
 - 7.4.3.2. If it is determined that claim was not submitted to the appropriate payer, contractor shall re-screen to determine appropriate payer.
 - 7.4.3.3. If no appropriate third-party payer can be identified, contractor shall handle account as a self-pay account.
- 7.4.4. Self-Pay Accounts
 - 7.4.4.1. Contractor shall send an invoice for services rendered by the ambulance service area providers to the individual who received services, or a responsible party for that individual, in circumstances where a third-party payer cannot be identified. Invoice shall contain:
 - 7.4.4.1.1. Date of services
 - 7.4.4.1.2. Name of patient
 - 7.4.4.1.3. Services provided
 - 7.4.4.1.4. Name of hospital for ambulance transports
 - 7.4.4.1.5. Account information including account number, amount due, and a due date
 - 7.4.4.1.6. Contractor shall provide a toll-free number and email address on all billing statements for direct patient contact
 - 7.4.4.1.7. Payment instructions
 - 7.4.4.2. Contractor shall implement procedures to offer interest-free, structured payment plans on self-pay accounts, when requested.
 - 7.4.4.2.1. Contractor shall send a monthly invoice to patients who opt for a structured payment plan.
 - 7.4.4.2.2. Monthly invoices must meet the criteria specified herein.
 - 7.4.4.2.3. Contractor shall submit payment plan procedures to the County for approval within sixty (60) calendar days of contract execution and annually thereafter, if requested.
 - 7.4.4.3. Contractor shall develop and implement a system to follow up on all self-pay accounts thirty (30) calendar days after initial invoice is sent.
 - 7.4.4.3.1. If no payment or response is received from initial invoice and invoice was not returned as undeliverable, contractor shall send another invoice on self-pay account meeting the same criteria outlined above and clearly marking it as the second collection attempt.
 - 7.4.4.3.2. Contractor shall submit a report to the County of all accounts where no response is received after the second collection attempt.
 - 7.4.4.3.3. If the patient receives the invoice and contacts the contractor with new third-party billing information, contractor shall follow the requirements for third-party billing.
- 7.4.5. Receipt of Payments
 - 7.4.5.1. Contractor shall develop and maintain a process to ensure that every payment received is tracked, credited to the appropriate account, deposited into the designated bank account, and included in the required reporting to the County. Contractor shall provide this information to the County upon request.

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- 7.4.5.2. All payments received by the Contractor must be deposited into the designated bank account within three (3) business days.
- 7.4.5.3. Contractor shall reimburse the County of San Diego for lockbox fees for the designated CSA 17 and SDCFPD bank accounts.
- 7.4.5.4. Contractor shall provide a patient portal for receipts.

7.5. Unpaid Accounts

- 7.5.1. Contractor shall transition all remaining unpaid accounts from the County's previous provider of billing and collection services for CSA 17 and SDCFPD into its billing system within sixty (60) calendar days of receiving a clean file from the previous billing service program.
- 7.5.2. Ninety (90) calendar days after the completion of the contract term, including any option years, Contractor shall transition all remaining unpaid accounts into the billing system of the new selected provider of billing and collection services for CSA 17 and SDCFPD, and paid in accordance with Exhibit C pricing.
- 7.5.3. Contractor shall track accounts more than one hundred and eighty (180) calendar days old for which no payments have been received, and previous attempts to bill and collect have been unsuccessful, and provide the list of accounts monthly to the County, unless the account is still viable for payment.
- 7.5.4. County shall determine which unpaid accounts are uncollectible and may be written off and not included in the calculation to determine Net Collections Rate.
- 7.5.5. Contractor shall use its patient invoicing program that is customized to increase collection rates.

7.6. Refunds

- 7.6.1. Contractor shall submit refund requests twice a month with required documentation to County for processing and payment.
- 7.6.2. Refund documentation shall include, at a minimum, the following:
 - 7.6.2.1. Official refund request letter
 - 7.6.2.2. Account refund report or account summary
 - 7.6.2.3. Copy of original payment
 - 7.6.2.4. Payer financial summaries
 - 7.6.2.5. Date the payment was deposited into County CSA 17 and SDCFPD bank accounts

8. Specific Requirements for Fire Inspection Services

8.1. Retrieval of Fire Inspection Information for Billing

- 8.1.1. Contractor shall develop and maintain procedures for receipt of information regarding Fire Inspection services submitted by County Fire, subject to Contracting Officer Representative (COR) approval. Contractor shall provide this information to the County upon request.
- 8.1.2. Fire Inspection information for retrieval includes, but is not limited to:
 - 8.1.2.1. Inspection number (FIN)
 - 8.1.2.2. Date of inspection
 - 8.1.2.3. Inspection and/or fee type
 - 8.1.2.4. Occupancy code and/or type
 - 8.1.2.5. Name of inspector, property address, location/company name, responsible party name, and address.
- 8.1.3. Contractor shall provide the data format and layout for County Fire to provide data to the Contractor for billing purposes.
- 8.1.4. Contractor shall track the number of Fire Inspections submitted and the monies collected quarterly and annually.

8.2. Process for Verification of Fire Inspection Information

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8.2.1. Once the Fire Inspection information is received, Contractor shall review each record for potential missing information.

8.2.1.1. Contractor shall develop and maintain procedures for incomplete records. Contractor shall provide this information to the County upon request. Contractor shall make efforts to complete the missing information, including the following:

8.2.1.1.1. Contact with the appropriate County Fire personnel.

8.2.1.1.2. Contact businesses, when appropriate.

8.2.2. Once record information is complete, Contractor shall create an account for the service provided.

8.3. Fire Inspection Billings

8.3.1. For all accounts, Contractor shall invoice the entity designated by County Fire.

8.3.1.1. Contractor shall contact the business that received services.

8.3.2. Invoices with No Response or Returned as Undeliverable

8.3.2.1. For submitted invoices that do not receive a response within thirty (30) calendar days, Contractor shall follow up with the business and resubmit the invoice, where applicable.

8.3.2.1.1. Contractor shall submit a report to the County of all accounts where no response is received after the third invoice.

8.4. Receipt of Payments

8.4.1. Contractor shall develop and maintain a process to ensure that every payment received is tracked, credited to the appropriate account, deposited into the designated bank account, and included in the required reporting to the County. Contractor shall provide this information to the County upon request.

8.4.2. All payments received by the Contractor shall be sent to the County and shall be deposited into the designated bank account within three (3) business days.

8.5. Unpaid Accounts

8.5.1. Ninety (90) calendar days after the completion of the contract term, including any option years, Contractor shall transition all remaining unpaid accounts into the billing system of the new selected provider of billing and collection services for County Fire's Fire Inspections and be paid in accordance with Exhibit C pricing.

8.5.2. Contractor shall track accounts more than one hundred and eighty (180) calendar days old for which no payments have been received, and previous attempts to bill and collect have been unsuccessful, and provide the list of accounts monthly to the County, unless the account is still viable for payment.

8.5.3. County shall determine which unpaid accounts are uncollectible and may be written off and not included in the calculation to determine Net Collections Rate.

8.6. Refunds

8.6.1. Contractor shall notify the County in the event a business claims to have overpaid for a Fire Inspection.

9. Data Collection and Reporting Requirements

9.1. Ambulance Billing and Collection services

9.1.1. Contractor shall provide reports on billing and collection activity to County staff, the CSA 17 Advisory Committee, and the SDCFPD Fire Advisory Board.

9.1.2. Contractor shall provide County reports with charts after each month-end closeout with monthly and cumulative data by the twentieth (20th) of the following month in a format to be agreed upon between contractor and County. The reports and charts shall be attached to the monthly invoice in electronic form and shall include at the minimum the following:

9.1.2.1. Monthly and year-to-date transport numbers and related charges

9.1.2.2. Monthly and year-to-date gross charges

9.1.2.3. Monthly and year-to-date net collections and receipts

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- 9.1.2.4. Analysis of the data regarding number of transports, charges, and collections with illustration of the analysis results
- 9.1.2.5. Monthly and year-to-date payer mix data to include numbers by payer type (Medicare, Medi-Cal, Managed Care, Medi-Medi, Insurance, etc.), dollar amounts by payer type, collections by payer type, collection rates by payer type, and overall net collection rate.
- 9.1.2.6. Monthly and year-to-date payer mix statistical data and analysis, such as percentage of collections by payer type and the payer mix changes, accompanied by an illustration of the analysis results.
- 9.1.2.7. Any other data and analysis related to the billing and collection for CSA 17 and SDCFPD as requested by County.
- 9.1.2.8. Reports/charts with narratives summarizing billing data that shall include:
 - 9.1.2.8.1. All transport-related data; shall include number of transports, dollar amounts, number of assessments and dollar amounts, and number of miles and dollar amounts
 - 9.1.2.8.2. Total charges listed above by type and final total.
 - 9.1.2.8.3. Monthly records of daily bank deposits by type (electronic vs. manual, and Medicare)

9.1.3. Other data:

- 9.1.3.1. In conjunction with other County consultants and staff, provide an annual report in a format that is easily followed for the purpose of sharing with County Executives and the Citizens Community Advisory Committees, and Fire Advisory Board. The annual report shall include a summary of the year's work by the contractor and their success in handling CSA 17's and SDCFPD's revenues and include graphs and charts as visual aids.
 - 9.1.3.2. Length of time for payment of collections.
 - 9.1.3.3. Number of accounts with a payment plan and total amount collected.
 - 9.1.3.4. Self-Pay Accounts with more than sixty (60) calendar days old with no payments or responses.
 - 9.1.3.5. Other information and reports, as requested by the County.
- 9.1.4. Contractor shall provide a separate set of reports for SDCFPD and CSA 17 to COR or County designee.
- 9.1.5. Contractor shall retain all source documentation for seven (7) years from incident date, after which time Contractor shall destroy such documentation using records disposal procedures that prevent physical and/or digital retrieval or reconstruction of said documentation.
- 9.1.5.1. Contractor shall maintain the confidentiality of all source documentation by securing it in locked, secure, and/or password-protected storage when not in use and until such time as it is destroyed.
 - 9.1.5.2. Contractor shall maintain and make available to the County upon request, a destruction record which shall include a description of the documentation destroyed, the format of the documentation, and the date and method of destruction.

9.2. Fire Inspection Billing

- 9.2.1. Contractor shall provide County reports after each month-end closeout with monthly and cumulative data by the twentieth (20th) of the following month in a format to be agreed upon between Contractor and County.
- 9.2.2. The month-end report will disclose payments received during the month and the number of outstanding accounts without payment.

- 9.3. Contractor shall provide a dedicated Director of Reporting who will be available to the County for support using analytical reporting solutions, including a report library, and real-time interactive dashboard reporting, for both ambulance services and fire inspection billing.

10. Automation for Ambulance and Fire Inspection Billing

- 10.1. Contractor shall provide and maintain an electronic system or a system integrated with County of San Diego (COSD) LEMSIS for retrieving patient ambulance data, including demographic information, insurance, and miles of transport from CSA 17 and SDCFPD ambulance service providers. This system shall have the ability to integrate with ImageTrend and other major ePCR vendors.

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10.2. Computerized Billing System: Contractor shall provide and maintain a computerized billing system with the following capabilities:

- 10.2.1. Create accounts for all ambulance records received from CSA 17 and SDCFPD ambulance service providers.
- 10.2.2. Generate electronic claims to be filed with major payers.
- 10.2.3. Track status of all accounts, including a method for follow-up notifications at timed intervals after an action has been taken on an account.
- 10.2.4. Integrate with County vendor for electronic/credit card payments.

10.3. Contractor shall provide all required reports electronically to include monthly reports accompanying the invoices, and maintain records of each report.

10.4. Contractor shall provide technical support to their electronic system twenty-four (24) hours a day, seven (7) days a week, and every day of the year.

11. Industry Representation and Support

11.1. Contractor shall provide Industry Representation and Support regarding any modifications to regulations and industry changes. Contractor shall share the information obtained with the County and provide support and training, including collection forecasting, supported by reports, as needed.

12. Migration from Existing to New Billing Vendor

12.1. Contractor shall work closely with the existing County vendor for billing services to migrate all open and pending accounts.

- 12.1.1. Contractor shall ensure no lapse in service occurs with billing while onboarding takes place.
- 12.1.2. Contractor shall ensure there is no gap or delay in collected revenue from the start of the contract.
- 12.1.3. Contractor shall agree with the existing billing vendor on a compatible format to receive all open and pending accounts

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G. PAYMENT SCHEDULE

1. Compensation:

1.1. Payment of services, under the Statement of Work will be based on fixed price after County review and acceptance of required monthly reports.

2. Payment Schedule:

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

BILLING & COLLECTION: AMBULANCE TRANSPORTATION SERVICES

Unit of Measure	Estimated Monthly Net Collections	Initial Term (7/1/27 - 6/30/28)	Estimated Monthly Net Collections	Option Year 1 (7/1/28 - 6/30/29)	Estimated Monthly Net Collections	Option Year 2 (7/1/29 - 6/30/30)	Estimated Monthly Net Collections	Option Year 3 (7/1/30 - 6/30/31)	Estimated Monthly Net Collections	Option Year 4 (7/1/31 - 6/30/32)
Monthly percentage of Net Collections (less monthly lockbox fees)	\$83,334	% _____	\$91,667	% _____	\$100,000	% _____	\$108,334	% _____	\$116,667	% _____
	Initial Term Total: \$ _____		Option Year 1 Total: \$ _____		Option Year 2 Total: \$ _____		Option Year 3 Total: \$ _____		Option Year 4 Total: \$ _____	

Unit of Measure	Estimated Monthly Net Collections	Option Year 5 (7/1/32 - 6/30/33)	Estimated Monthly Net Collections	Option Year 6 (7/1/33 - 6/30/34)	Estimated Monthly Net Collections	Option Year 7 (7/1/34 - 6/30/35)	Estimated Monthly Net Collections	Option Year 8 (7/1/35 - 6/30/36)	Estimated Monthly Net Collections	Option Year 9 (7/1/36 - 6/30/37)
Monthly percentage of Net Collections (less monthly lockbox fees)	\$125,000	% _____	\$133,334	% _____	\$141,667	% _____	\$150,000	% _____	\$158,334	% _____
	Option Year 5 Total: \$ _____		Option Year 6 Total: \$ _____		Option Year 7 Total: \$ _____		Option Year 8 Total: \$ _____		Option Year 9 Total: \$ _____	

AMBULANCE TRANSPORTATION BILLING TOTAL: \$ _____

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BILLING & COLLECTION: FIRE INSPECTION FEES

Unit of Measure	Estimated Annual Qty	Initial Term (7/1/27 - 6/30/28)	Estimated Annual Qty	Option Year 1 (7/1/28 - 6/30/29)	Estimated Annual Qty	Option Year 2 (7/1/29 - 6/30/30)	Estimated Annual Qty	Option Year 3 (7/1/30 - 6/30/31)	Estimated Annual Qty	Option Year 4 (7/1/31 - 6/30/32)
Per Inspection Cost	1,800	\$ _____	1,900	\$ _____	2,000	\$ _____	2,100	\$ _____	2,200	\$ _____
	Initial Term Total: \$ _____		Option Year 1 Total: \$ _____		Option Year 2 Total: \$ _____		Option Year 3 Total: \$ _____		Option Year 4 Total: \$ _____	

Unit of Measure	Estimated Annual Qty	Option Year 5 (7/1/32 - 6/30/33)	Estimated Annual Qty	Option Year 6 (7/1/33 - 6/30/34)	Estimated Annual Qty	Option Year 7 (7/1/34 - 6/30/35)	Estimated Annual Qty	Option Year 8 (7/1/35 - 6/30/36)	Estimated Annual Qty	Option Year 9 (7/1/36 - 6/30/37)
Per Inspection Cost	2,300	\$ _____	2,400	\$ _____	2,500	\$ _____	2,600	\$ _____	2,700	\$ _____
	Option Year 5 Total: \$ _____		Option Year 6 Total: \$ _____		Option Year 7 Total: \$ _____		Option Year 8 Total: \$ _____		Option Year 9 Total: \$ _____	

FIRE INSPECTION BILLING TOTAL: \$ _____

***IMPLEMENTATION PLAN**

Unit of Measure	**Estimated Quantity	Unit Price	Total Price
Month			

* Per Submittal Item 2c

** Include number of months required for implementation

GRAND TOTAL: (AMBULANCE TRANSPORTATION BILLING TOTAL + FIRE INSPECTION BILLING TOTAL + IMPLEMENTATION PLAN TOTAL)		\$ _____
<input type="checkbox"/> Offeror qualifies as a Small-Local Business* (if checked, complete information below)		

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3. Invoices

- 3.1. Contractor shall submit one monthly invoice with required reports to the County of San Diego by the twentieth (20th) of the following month.
- 3.2. Invoices and reports shall be submitted by email to the Contracting Officer Representative (COR).
- 3.3. Invoices shall contain the following certifications:

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

I further 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 Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award.

Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).

Printed Name

Signature

Date Signed

*By selecting Yes and submitting a Small-Local Business Adjusted Price, Offeror represents that it is a Small-Local Businesses as defined in Board Policy B-53 and qualifies for the Small-Local Business preference described in Section 405 of the San Diego County Code of Administrative Ordinances. All Offerors claiming the Small-Local Business preference must complete, sign, and submit a Small-Local Business Self-Certification Form (PC610) as described in the Submittal Items.

Small-Local Business Preference Adjusted Price:

GRAND TOTAL (from Payment Schedule):	PRICE ADJUSTMENT multiply Box 1 by 0.15 (if greater than \$150,000, enter \$150,000)	ADJUSTED PRICE subtract Box 2 from Box 1
Box 1 \$ _____	Box 2 \$ _____	\$ _____

County maintains the right to verify the calculation of the Adjusted Price. In the event of a mathematical error, the Grand Total from the payment schedule shall prevail, and a corrected Price Adjustment shall be used.

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H. DRAFT AGREEMENT

The County's contract with the successful Offeror(s) will be based upon the following Draft Agreement, structured as follows:

Draft Agreement

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

Exhibits A (Statement of Work) and C (Payment Schedule) will be added during contract finalization. Offerors will be deemed to have accepted the Draft Agreement and Statement of Work, except where an Offeror has taken clear exception in its proposal in accordance with and when provided for in the Submittal Items.

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This agreement (“Agreement”) is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and **[# enter full corporate title, business structure (obtain from contractor - e.g. “a California corporation,” “a California limited liability company,” “a California public benefit corporation”), located at (complete address)]** (“Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to the San Diego County Administrative Code section 401, the County’s Director of the Department of Purchasing and Contracting is authorized to award a contract for Billing and Collection for Ambulance Transportation and Fire Inspection Fees Services.
- 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,
 - Exhibit B Insurance Requirements, and
 - Exhibit C Payment Schedule.
- E. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; and Fourth (4th) Exhibit C.

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

ARTICLE 1
KEY PROVISIONS

- 1.1 **CONTRACTOR:** _____
- 1.2 **SERVICES:** Billing and Collection for Ambulance Transportation and Fire Inspection Fees Services
- 1.3 **AGREEMENT TERM:** The initial term of this Agreement shall begin on July 1, 2027 and end on June 30, 2028 (“Initial Term”).
- 1.4 **OPTION TO EXTEND:** The County shall have the option to extend the term of this Agreement for nine (9) increments of one (1) year (each an “Option Period”), for a total of nine (9) years beyond the expiration of the Initial Term, not to exceed June 30, 2037. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.
 - 1.4.1 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 (“Incremental Options”). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.
- 1.5 **COMPENSATION:** Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed **[# write out amount] (\$#####)** (“Maximum Agreement Amount”). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown in Exhibit C.
- 1.6 **COR:** The County designates the following individual as the Contracting Officer’s Representative (“COR”).
 - #Name and Title
 - #Address
 - #Address
 - #Phone and email
- 1.7 **CONTRACTOR’S REPRESENTATIVE:** Contractor designates the following individual as the Contractor’s Representative.

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#Name and Title
#Address
#Address
#Phone and email

ARTICLE 2
PERFORMANCE 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.

2.1.1 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.

2.2 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, training, 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.

2.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor. Neither Contractor nor any person engaged by Contractor to accomplish the work under this Agreement, including, without limitation, Contractor’s and its subcontractors’ employees, volunteers, officers, agents, consultants, and subcontractors (“Workforce”) 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. County hereby delegates to Contractor any and all responsibility for the safety of Contractor’s Workforce, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor’s Workforce shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.

2.4 Contractor’s Agents and Employees or Subcontractors.

Contractor shall obtain, at Contractor’s expense, all Workforce 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 Workforce member shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s Workforce to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant 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 ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

2.4.1 “Related Subcontract” means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. “Related Subcontractor” means an individual or entity holding or performing a Related Subcontract.

2.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor’s relationship to County and include in its subcontracts all provisions necessary to ensure Contractor’s and subcontractors’ compliance with this Agreement. Without limiting the foregoing, Contractor shall specifically include in its Related Subcontracts, and require Related Subcontractors’ compliance with, the applicable provisions of Articles 3, 7, 9,

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10, 11, 12, 14, 15, 17 and 18, and section 4.6.1 of Article 4 hereunder, altered as necessary for proper identification of the contracting parties.

2.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.

2.4.4 County Approval: Any Related Subcontract with a subcontractor, or lower tier subcontractor, not listed in the SOW must have prior concurrence of the COR.

2.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

2.6 Responsibility for Equipment. 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 Contractor's Workforce, 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 Workforce 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.

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

2.7 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 COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable property 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 the Agreement (e.g. has not been depreciated so that its value is zero), and to 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 Contractor to retain the non-expendable property provided that 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
DOCUMENTS AND RECORDS

3.1 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.

3.2 Confidentiality. Contractor agrees to maintain the confidentiality of, and to take industry appropriate as well as all 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, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure. Further, any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not

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disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

3.2.1 Specific Requirements for County Confidential Information under Sections 965 through 971 of the San Diego County Code of Administrative Ordinances

3.2.1.1 Definitions. For purposes of this Section, “County Confidential Information” means, collectively, information related to any: (i) actions that an individual has the right to undertake free from undue governmental interference, discrimination, or criminalization under federal, state, or local law including, without limitation, Reproductive Healthcare Services, Gender Affirming Health Care, Gender Affirming Mental Health Care, and exercising rights under the First Amendment of the United States Constitution (collectively, “Protected Personal Activity”), and (ii) actual or perceived attributes of an individual that are safeguarded from discrimination under state law, including, without limitation, immigration or citizenship status, disability status, gender identity or expression, or transgender status, sexual orientation, race, ethnicity, national origin, or language, and/or marital or familial status (collectively, “Protected Personal Characteristics”). All capitalized terms used in this Section 3.2.1, but not defined herein, shall have the meaning assigned to such terms in Section 966 of the San Diego County Code of Administrative Ordinances.

3.2.1.2 Confidentiality. Contractor agrees to maintain County Confidential Information received or obtained pursuant to the obligations under this Contract, if any, confidential, and shall not share and/or transmit such information to any third party including, without limitation, any governmental agency, unless required to do so pursuant to federal, state, or local law or as necessary to perform the obligations of Contractor pursuant to this Contract. Contractor agrees to include these requirements in any subcontract related to the performance of this Contract. The obligation to maintain County Confidential Information confidential and private shall survive the expiration or earlier termination of this Contract.

3.3 Public Records Act. The California Public Records Act (“CPRA”) requires County to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County’s notice. Contractor’s request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor’s request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County’s decision whether to withhold and/or redact pursuant to Contractor’s written request. Contractor further agrees that its defense and indemnification obligations set forth in section 17.1 of this Agreement extend to any Claim (as defined in section 17.1) against the County Parties (as defined in section 17.1) arising out of County’s withholding and/or redacting of records pursuant to Contractor’s request. Nothing in this section shall preclude Contractor from bringing a “reverse CPRA action” to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any 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.

3.4 Custody of Records. Contractor shall deliver to County or its designee, at County’s request, all documentation and data related to Contractor’s work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor’s client records upon Agreement termination, expiration, 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 and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ

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and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

- 4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS “The Uniform Guidance,” which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County’s fiscal year runs from July 1 through June 30 (“County Fiscal Year”).

4.2 Compensation.

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule (“Services”). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement (“As-Needed Services”).

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule (“Reimbursable Expenses”), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

4.2.1.2 Where travel, lodging, or meal expenses (“Travel Expenses”) are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable.

4.3.2.2 Contractor agrees that by submitting an invoice, Contractor certifies, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors.

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after

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Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

- 4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:
- 4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and
- 4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.2.1 above.
- 4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.
- 4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.
- 4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:
- 4.8.1 Missing Information. Contractor has not provided to County reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.
- 4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County
- 4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.
- 4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.
- 4.8.5 Wage Theft. Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.
- 4.9 Disallowance. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 16.
- 4.10 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.
- 4.11 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 County shall be entitled to prompt recovery of funds in accordance with Article 16.
- 4.12 Availability of Funding. The County's obligation for payment under this Agreement 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 the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

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- 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.
- 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").
- 5.2 County's Agreement Administrator. The County has designated the individual identified in Article I as the Contracting Officer's Representative ("COR"). The COR will coordinate the County's administration of this Agreement.
 - 5.2.1 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.
 - 5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.
- 5.3 Contractor's Representative. The person identified as 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 section 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.
- 5.4 Agreement Progress. Contractor shall promptly apprise the County of problems, if any, being experienced in completing the work under this Agreement. The Contractor shall also promptly 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.
- 5.5 Agreement Progress Meeting. Upon request by either party, Contractor shall meet with the COR and/or other County personnel to review the Contractor's performance under this Agreement, with the COR or designated representative serving as meeting chair. 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 within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
 - 6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor
 - 6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.
 - 6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the

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Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 8 "Disputes". However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

- 6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

- 7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.

7.1.1 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.

7.1.2 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.1 above.

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

7.1.4 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 "Termination for Convenience."

- 7.2 RESERVED

- 7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

- 7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County 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.

- 7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.

7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:

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

7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.

7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.

7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:

7.5.3.1 Fraud, waste, or abuse of Agreement funds, or

7.5.3.2 Improperly submitted claims, or

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- 7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.3.4 Any breach of any term or condition of the Agreement, or
 - 7.5.3.5 Any actions under any warranty, express or implied, or
 - 7.5.3.6 Any claim of professional negligence, or
 - 7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor and/or Contractor's Workforce from 1) accessing County data, files, and/or electronic systems; 2) treating County's patients, clients, or facility residents; or 3) providing any other services under this Agreement.

ARTICLE 8
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 9
DISENTANGLEMENT

- 9.1 General Obligations. Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

- 9.2 Disentanglement Process. Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

- 9.3 Specific Obligations. The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):
- 9.3.1 No Interruption or Adverse Impact. Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

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9.3.2 Client Authorizations. Contractor shall obtain, or use best efforts to obtain, client consents or authorizations necessary to transfer client data to Replacement Provider.

9.3.3 Leases, Licenses, and Third-Party Agreements. Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

9.3.4 County Property. County non-expendable property shall be handled as set forth in section 2.77 of this Agreement.

9.3.5 Contractor Property. Contractor shall promptly remove from County's site(s) any Contractor non-expendable property when no longer needed to provide services under this Agreement.

9.3.6 Delivery of Documentation. Notwithstanding section 3.4 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 10
COUNTY CONTRACTOR RESPONSIBILITIES

10.1 Subcontractor Reporting. Contractor shall provide periodic reports to the County of amounts paid under this Agreement to each Related Subcontractor, and whether each subcontractor qualifies as a Small-Local Business as defined in Board Policy B-53. Such reports shall be submitted to the COR using the "Subcontractor Data Collection Form (PC613)" located at https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC613_dpc_Subcontractor_Data.xlsx or as otherwise directed by County. Reports shall be aligned with the County's Fiscal Year, with a mid-year report of data through December 31 submitted by February 15th, and a full Fiscal Year report submitted by July 15.

10.2 Small-Local Business Preference. If this Agreement resulted from a solicitation where Contractor claimed Small-Local Business status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in Board Policy B-53 Small-Local Business Policy) throughout the term of this Agreement.

10.3 Small-Local Business Subcontractor Participation.

As this contract is an indefinite delivery/indefinite quantity contract, Small-Local Business Subcontractor Participation Requirements as set forth in Board Policy B-53 apply at the time of task order issuance, based on the value of an individual task order. The Small-Local Business Subcontractor Utilization Plan form to be completed for applicable task orders may be found at https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC611_dpc_SLB_Sub_Utilization.pdf. For each task order for services exceeding \$1 million in annual value, Contractor may only proceed with the work where Contractor has submitted and County has approved a Small-Local Business Utilization Plan demonstrating that Contractor: (i) will either meet or exceed a 3% Small-Local Business Subcontractor Participation Requirement or show a good faith effort to do so, or (ii) is exempt from the Small-Local Business Subcontractor Participation Requirements.

If in County's determination, Contractor is not in compliance with all Small-Local Business Subcontractor Participation Requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of the underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

10.4 Ethical Business Standards. As a material term and condition of this Agreement, Contractor shall have an ongoing responsibility to maintain internal policies and procedures established to ensure adherence to laws, regulations, Agreement terms, promote good conduct within the organization, and mitigate any identified risks associated with non-compliance to such. Contractor shall develop and implement a program and mechanism for receiving, investigating and resolving Workforce, client, or public concerns and maintain it during the term of this Agreement. In lieu of a dedicated reporting mechanism for such concerns, Contractor may choose to utilize the County of San Diego Office of Ethics and Compliance

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Ethics Hotline Posters to display in common work areas. Posters may be downloaded at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>.

- 10.4.1 Contractor shall train all Workforce on their program for Ethical Business Standards annually and maintain documentation of such. Contractor shall retain this documentation in accordance with the Agreement's provision regarding retention of records
- 10.5 Financial Audit. Contractor shall annually engage an independent Certified Public Accountant licensed to perform audits and attests to conduct an annual financial audit of the organization. The results of the Financial Audit shall be provided to COR within 30 business days of completion. Contractor shall notify COR within 24 hours if notified at any time that the Financial Audit will include a disclaimer of opinion or adverse findings.
- 10.6 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
- 10.6.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 10.6.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. 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;
- 10.6.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.
- 10.7 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.
- 10.8 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.
- 10.8.1 As a material condition of this Agreement, Contractor agrees that Contractor and Contractor's Workforce, while performing services or using County equipment pursuant to Agreement:
- 10.8.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 10.8.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 10.8.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person.
- 10.9 Critical Incidents. Contractor shall have written plans or protocols and provide Workforce training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident information; fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. Contractor must also adhere to any and all timelines and processes contained in Article 14.
- 10.10 Responsiveness to Community Concerns. Contractor shall take appropriate steps to acknowledge receipt of complaint(s) from individuals or organizations and to address or resolve all complaints. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement, unless prohibited by applicable State, federal, or local law. Material complaints include, but are not limited to, those involving issues of abuse, quality of care, safety, or security; but do not include routine or minor concerns that may be raised in the normal course of business. Contractor shall promptly notify the County of the status and disposition of all material complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

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10.11 RESERVED

10.12 Due Process and Safety in County Facilities. Contractor shall comply with requirements under sections 965 through 971 of the San Diego County Code of Administrative Ordinances.

10.12.1 Definitions. For purposes of Sections 10.12.2 through 10.2.4 of this Agreement, all capitalized terms shall have the meaning assigned to such terms in Section 966 of the San Diego County Code of Administrative Ordinances.

10.12.2 Prohibition on Access for Federal Law Enforcement, Out-of-State Law Enforcement, and Private Parties Acting Under Color of Law Enforcement Authority. Contractor shall not provide access to any Non-Public Area of a County Facility, or facility where Contractor provides services to the public on behalf of the County, to any Federal Law Enforcement Agency Personnel, Out-of-State Law Enforcement Personnel, or a Private Party Acting Under the Color of Law Enforcement Authority for the purpose of carrying out Law Enforcement Activities where the alleged criminal activity is a Protected Personal Characteristic and/or a Protected Personal Activity (“Facility Access”), except as expressly permitted pursuant to Section 967 of the San Diego County Code of Administrative Ordinances.

10.12.3 Notice of Facility Access. Contractor shall provide the COR with notice within two (2) hours of any Facility Access, as defined in Section 10.2.2.

10.13 Use of Artificial Intelligence. Contractor shall comply with Board Policy A-140, Artificial Intelligence Board Policy. Without limiting the foregoing, Contractor shall disclose any artificial intelligence (AI) functionality (as defined in Board Policy) embedded in products or services provided under this Agreement and ensure that all AI systems are used in accordance with County standards for security, privacy, and ethical practices. Contractor shall implement human oversight for any AI-generated outputs to be used in the County’s official capacity and maintain transparency by clearly attributing AI-generated content. Contractor shall support the retrieval and export of prompts, outputs, and training details upon County request. Contractor shall not use AI systems for prohibited purposes, including fully automated decisions without meaningful human oversight, covert tracking, social scoring, or behavioral manipulation. The County reserves the right to inspect AI system usage and require modifications or cessation of use if compliance risks are identified. Any changes to AI functionality or features during the term of this Agreement shall be in compliance with this clause and be reported in writing to the Contracting Officer’s Representative prior to implementation.

10.14 Board of Supervisors’ Policies. Contractor represents that it is familiar with and shall use its best efforts to comply with the applicable policies of the Board of Supervisors, available on the County of San Diego website at <https://www.sandiegocounty.gov/content/sdc/cob/policy.html>.

ARTICLE 11
CONFLICTS OF INTEREST; CONTRACTOR’S CONDUCT

11.1 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.

11.1.1 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.

11.2 Conduct of Contractor.

11.2.1 Contractor shall inform the County of all Contractor’s interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

11.2.2 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

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whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

- 11.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. 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 individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 11.2.4 Neither Contractor, nor any member of its Workforce shall offer, directly or indirectly, any gift, gratuity, favor, entertainment, or other item(s) of monetary value that would be considered unlawful per federal, State or local regulations to an employee or official of the County.
- 11.2.5 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.
- 11.3 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:
- 11.3.1 Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 11.3.2 Profit-making firms or businesses in which employees described in sub-section 11.3.1 above, serve as officers, principals, partners, or major shareholders;
- 11.3.3 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
- 11.3.4 Profit-making firms or businesses, in which the former employees described in sub-section 11.3.3 above, serve as officers, principals, partners, or major shareholders.
- 11.4 Prohibited Subcontracts. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors.
- 11.5 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 section, Contractor shall be free to compete for business on an equal basis with other companies.
- 11.5.1 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.
- 11.6 Duplication of Payments. Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work except where expressly provided for in this Agreement and where no duplication of payment results.

ARTICLE 12
COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 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.
- 12.2 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 Workforce 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

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reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

- 12.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, 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.
- 12.4 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 website (www.sandiegocounty.gov).
- 12.5 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, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act 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, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 12.6 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 Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 12.7 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), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.
- 12.7.1 Without limiting the foregoing paragraph, Contractor shall ensure that any public-facing software, website, mobile application, or web content related to County services, programs, or actions meets all requirements under federal and California law for accessibility to persons with disabilities. Contractor shall ensure that any such software, website, mobile application, or component thereof meets the WCAG 2.1, level AA accessibility standards, unless a higher standard of accessibility is required by federal or California law. Contractor must notify the County of significant updates affecting accessibility.
- 12.8 County Fair Chance Ordinance. Contractor must comply with the San Diego County Fair Chance Ordinance (San Diego County Code of Regulatory Ordinances section 21.2701 et seq.) regardless of whether Contractor meets the statutory definition of an Employer under San Diego County Code of Regulatory Ordinances section 21.2702(i). Any violation by Contractor of the Fair Chance Ordinance shall constitute a material breach of this Agreement.
- 12.9 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 this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 12.10 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County (including sections 23.101, et seq. of the County Code of Regulatory Ordinances) and to assure that its Workforce complies 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

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preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

- 12.11 Religious Activity Prohibited. There shall be no religious worship, instructions, or proselytization as part of or in connection with the performance of this Agreement.
- 12.12 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 contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement
- 12.13 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 2) (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.
- 12.14 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 Contractor with respect to any third person under any Environmental Laws.
- 12.15 Clean Air Act and Federal Water Pollution Control Act.
- 12.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.
- 12.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 12.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor and members of its Workforce:
- 12.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency;
- 12.16.1.2 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;

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- 12.16.1.3 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;
 - 12.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body;
 - 12.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency;
 - 12.16.1.6 Do not have a judgment rendered against them by a body described in section 12.16.1.4 that is unsatisfied; and
 - 12.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in section 12.16.1.4 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.
- 12.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 12.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 12.17 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all members of its Workforce providing services under this Agreement. Contractor shall maintain verification of this training and shall retain verifications in accordance with the Agreement requirement for retention of records.

**ARTICLE 13
(RESERVED)**

**ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS**

- 14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below responsibilities, Contractor shall be in compliance with the following rules, regulations, and agreements, as applicable:
- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 USC section 17921 et seq., and 45 CFR Parts 160 and 164, collectively referred to as “HIPAA;”
 - 14.1.2 County agreements with the State of California, collectively referred to as “State Agreements” and posted on the County’s website at: <http://www.cosdcompliance.org>, including:
 - 14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services (DHCS) and the County;
 - 14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between DHCS and the County;
 - 14.1.2.3 The San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County
 - 14.1.2.4 The Refugee Health Agreement between the California Department of Public Health (CDPH) and the County;
 - 14.1.2.5 The HIV/AIDS Case Reporting System Data Use Agreement between CDPH and the County;
 - 14.1.2.6 The Childhood Lead Poisoning Prevention Program between CDPH and the County;
 - 14.1.2.7 The Standard Agreement between the County and the California Department of Aging; and
 - 14.1.2.8 The Agreement for Whole Person Care Pilot Program for San Diego County with DHCS.
 - 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
 - 14.1.4 California Civil Code 1798 et seq.;

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14.1.5 California Senate Bill 1386 (2002).

14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.

14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements and laws included in section 14.1.

14.2.2 “Business Associate,” when applicable, shall mean the Contractor.

14.2.3 “County PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.

14.2.4 “County PI/PII” shall have the same meaning as PI/PII under the State Agreements and laws included in section 14.1, specific to PI/PII under this Agreement.

14.2.5 “Covered Entity,” when applicable, shall mean the County.

14.2.6 “Security Incident” shall have the same meaning as defined by the State Agreements and laws included in section 14.1.

14.3 Responsibilities of Contractor.

14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA, State Agreements, or laws included in section 14.1 if done by the County.

14.3.2 Safeguards. Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.

14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.

14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.

14.3.5 Cooperation with County.

14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.

14.3.5.2 Contractor will assist County regarding individual’s access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.

14.3.6 Breach Reporting. Contractor shall report Breaches and suspected Security Incidents to County, to include:

14.3.6.1 Initial Report.

14.3.6.1.1 Contractor shall email County Contracting Officer’s Representative (COR) and County Chief Privacy Officer (CPO) immediately upon the discovery of a suspected Security Incident that involves data provided to County by the Social Security Administration, as per the State Agreements or laws included in section 14.1.

14.3.6.1.2 Contractor shall email COR and CPO immediately of Breaches and suspected Security Incidents involving 500 or more individuals.

14.3.6.2 Initial Investigation Report. Contractor shall immediately investigate such suspected Security Incident or Breach and provide the County an initial report of the investigation within seven (7) working days.

14.3.6.3 Complete Investigation Report. Contractor shall continue to investigate such suspected Security Incident or Breach using the usual and customary methods. Contractor will provide a complete report with all findings no later than thirty (30) days after the initial investigation report. Contractor agrees to provide monthly updates during the investigative process.

14.3.6.4 Notification. Contractor will comply with County’s request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the Breach. County shall approve the time, manner and content of any such notifications before notifications are made.

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- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Data Security. Contractor shall comply with, as applicable, data privacy and security requirements specified by HIPAA and the State Agreements and laws included in section 14.1, which may include, but are not limited to:
- 14.3.8.1 Workforce members, including employees, interns, volunteers, subcontractors, etc., with access to applicable County PHI/PI/PII shall:
 - 14.3.8.1.1 Complete privacy and security training to include a signed certification within thirty (30) days of hire, and at least annually thereafter; and
 - 14.3.8.1.2 Sign a confidentiality statement, prior to access to such PHI/PI/PII; and
 - 14.3.8.2 Computer warning banners for all systems containing applicable County PHI/PI/PII
 - 14.3.8.3 Comprehensive, annual security risk assessments
 - 14.3.8.4 Policies and internal controls to ensure secure transport and storage of County PHI/PI/PII in cars, airplanes, trains, and buses.
 - 14.3.8.5 Sufficient administrative, physical, and technical controls in place to protect County PHI/PI/PII
- 14.3.9 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.
- 14.3.10 At the termination or expiration of this Agreement, Contractor shall remove the software and provide client medical records to County and/or new client medical services Provider in a manner consistent with correctional healthcare industry standard for meaningful transfer of electronic medical records.

ARTICLE 15
MONITORING, AUDIT, AND INVESTIGATION

- 15.1 Monitoring, Audit, and Investigation.
- 15.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights:
 - 15.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;
 - 15.1.1.2 to conduct monitoring, audits, and investigations of documentation and data, and interviews of staff and participants involved with the services provided under this Agreement; and
 - 15.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.
 - 15.1.2 Contractor shall fully cooperate with all such monitoring, audits, or investigations.
 - 15.1.3 Contractor shall make available to County, State or federal officials for examination, at any time during normal business hours and as often as County may deem necessary, all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits or reviews of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement
 - 15.1.4 County shall perform such monitoring, audits, and investigations in a manner so as not to unduly interfere with Contractor's performance.
- 15.2 Federal or State Audit Disclosures. Contractor shall provide the following to the COR:
- 15.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.
 - 15.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them.
 - 15.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

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- 15.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.
- 15.2.5 Immediate notification to the County upon learning that any federal or State auditor may or will issue a finding that relates to any of the terms of this Agreement.
- 15.3 Investigation Disclosures. Except to the extent prohibited by an investigating government authority or applicable law or privilege, Contractor further agrees to immediately notify County if any Workforce member of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement, and Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County.
- 15.4 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 8 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.
- 15.4.1 Contractor shall maintain, and the records referred to in section 15.4 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.
- 15.5 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be required by the County to verify performance under this Agreement. County reserves the right to direct the format and data content requirements for such additional reports. The timely submission of reports is a necessary and material term and condition of this Agreement, and Contractor agrees that failure to do so will be sufficient cause to withhold payment. Upon request, Contractor shall submit to County a report detailing all work done pursuant to this Agreement by Contractor.
- 15.6 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.
- 15.7 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 15.8 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 16
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

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ARTICLE 17
INDEMNITY AND INSURANCE

- 17.1 **Indemnity.** County shall not be liable for, and Contractor shall defend and indemnify County and its elected officials, officers, agents, employees, and volunteers (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, its Workforce, or their licensees, 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.

Without limiting the foregoing, Contractor’s defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including attorneys’ fees and court costs) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any patent, copyright, moral right, trademark, trade secret, or other intellectual property right or County’s use of the same is, or in Contractor’s or County’s opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County’s other rights and Contractor’s obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

- 17.2 **Insurance.** Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 17.1 are independent of, and shall in no way limit, Contractor’s and its insurer’s requirements under this section 17.2 and Exhibit B.

ARTICLE 18
GENERAL PROVISIONS

- 18.1 **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.
- 18.2 **Sections and Exhibits.** All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 18.3 **Headings.** The article 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.
- 18.4 **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.
- 18.5 **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.
- 18.6 **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.
- 18.7 **Governing Law.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 18.8 **Non-Exclusivity.** 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.
- 18.9 **Remedies Not Exclusive.** The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

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- 18.10 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.
- 18.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 18.12 Successors. Subject to the limitations set forth in sections 18.17 and 18.18 below, 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.
- 18.13 Time. Time is of the essence for each provision of this Agreement.
- 18.14 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 18.15 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.
- 18.16 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.
- 18.17 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.
- 18.17.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.
- 18.18 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 18.17 above. Any purported assignment or delegation in violation of this section shall be null and void.
- 18.19 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 12.1, 17.1, 18.7, and 18.9, and Articles 3, 4, 7, 9, 15, and 16.

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SIGNATURE PAGE

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

[/#replace with the appropriate alternate manual or e-signature block as needed/]

CONTRACTOR:

[BUSINESS NAME]

By: _____

#NAME

#TITLE

#DATE

COUNTY OF SAN DIEGO:

MAGGIE RAMSBERGER, Interim Director
Department of Purchasing and Contracting

By: _____

#NAME

#TITLE

#DATE

EXHIBIT B – INSURANCE REQUIREMENTS

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 and Limit of Insurance

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit (\$4,000,000).
- B. **Automobile Liability** covering all owned, non owned, hired auto Insurance Services Office form CA0001, with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation**, as required by State of California and Employer's Liability Insurance, with limits no less than \$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 (Errors & Omissions)** appropriate to the professional services provided by Contractor under this contract, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- E. **Cyber/Information Security Liability** \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

2. Self-Insured Retentions

Self-insured retentions must be declared to and approved County Risk Management. County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

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 are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts,

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or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 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, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

General Provisions

4. 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 Risk Management.

5. Umbrella or Excess Policy

Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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 a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and 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 required policies of insurance. The Contract/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate party.

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

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

8. No Limitation of Obligations

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

9. Review of Coverage

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

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, 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 Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against

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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 of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.