

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090277-25-L, Medicare
Insurer Reporting Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090277-25-L, Medicare Insurer Reporting Services (Contractor).

RECITALS

On or about 4/1/2025, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide reporting services that ensures compliance with Medicare, Medicaid, and the SCHIP Extension Act of 2007 (MMSEA) Section 111 Mandatory Insurer Reporting requirements, Conditional Payment Resolution and Medicare Set-Asides as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Risk Management Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Joseph Sousa, Workers' Compensation Program Manager
City of San Diego, Risk Management Department
1200 Third Ave, Suite 1000
San Diego, CA 92101
619-236-5958
jsousa@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of three (3) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for two (2) additional one (1) year

period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$350,000.00. *(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)*

CFK
CFK

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Proposal

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Charles Taylor General Agency, DBA Allan Koba Compliance Solutions

Proposer

301 Merrit 7, 2nd Floor

Street Address

Norwalk, CT 06851

City

585-820-8016

Telephone No.

ciara.koba@allankoba.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:



Print Name: Claudia Abarca

Director, Purchasing & Contracting

Title

08/27/2025

Date Signed

BY:

Ciara F. Koba

Ciara F. Koba (Aug 8, 2025 16:16:24 EDT)

Signature of
Proposer's Authorized
Representative

Ciara F. Koba

Print Name

Principal

Title

08/08/2025

Date

Approved as to form this 27th day of
August, 2025.

HEATHER FERBERT, City Attorney

Thomas J. Brady

BY: Thomas J. Brady (Aug 27, 2025 09:30:51 PDT)

Deputy City Attorney









10090277-25-L-Contract Signature pages and NTE

Final Audit Report

2025-08-08

Created:	2025-08-06
By:	Lisa Hoffmann (lhoffmann@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAApYJgYWE5Slldcjk3CgRV_17XHxhtUg

"10090277-25-L-Contract Signature pages and NTE" History

-  Document created by Lisa Hoffmann (lhoffmann@sandiego.gov)
2025-08-06 - 3:57:58 PM GMT- IP address: 156.29.5.177
-  Document emailed to ciara.koba@allankoba.com for signature
2025-08-06 - 4:03:34 PM GMT
-  Email viewed by ciara.koba@allankoba.com
2025-08-06 - 7:39:12 PM GMT- IP address: 68.133.60.102
-  Email viewed by ciara.koba@allankoba.com
2025-08-07 - 4:06:21 PM GMT- IP address: 72.145.152.33
-  Email viewed by ciara.koba@allankoba.com
2025-08-08 - 4:06:19 PM GMT- IP address: 72.145.152.86
-  Signer ciara.koba@allankoba.com entered name at signing as Ciara F. Koba
2025-08-08 - 8:16:22 PM GMT- IP address: 68.133.60.102
-  Document e-signed by Ciara F. Koba (ciara.koba@allankoba.com)
Signature Date: 2025-08-08 - 8:16:24 PM GMT - Time Source: server- IP address: 68.133.60.102
-  Agreement completed.
2025-08-08 - 8:16:24 PM GMT



ATTACHMENT 1 – SOLICITATION AND ADDENDUM A



Request for Proposal (RFP) for Medicare Insurer Reporting Services

Solicitation Number:	10090277-25-L
Solicitation Issue Date:	April 1, 2025
Pre-Proposal Conference:	No Pre-Proposal Conference will be held.
Questions and Comments Due:	April 8, 2025 @ 12:00 p.m.
Proposal Due Date and Time ("Closing Date"):	April 29, 2025 @ 2:00 p.m.
Contract Terms:	Three (3) years from Effective Date, with two (2), one (1) year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Lisa Hoffmann, Senior Procurement Contracting Officer Lhoffmann@sandiego.gov (619) 236-6096
Submissions:	<p>Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), or an electronic proposal via PlanetBids, of their response as described herein.</p> <p>The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</p> <p>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</p>

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1.3 Contract Administrator. The Risk Management Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Joseph Sousa, Workers' Compensation Program Manager
City of San Diego, Risk Management Department
1200 Third Ave, Suite 1000
San Diego, CA 92101
619-236-5958
jsousa@sandiego.gov

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3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$_____.
(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)

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4.1 Reserved.

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IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

BY:

Street Address

Print Name: _____

City

Title

Telephone No.

Date Signed

E-Mail

BY:

Approved as to form this ____ day of

Signature of
Proposer's Authorized
Representative

_____, 20____.

HEATHER FERBERT, City Attorney

Print Name

BY: _____
Deputy City Attorney

Title

Date

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or

the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C – Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA

should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will

include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects.	
4. Exceptions to the RFP.	
B. Staffing Plan.	20
1. Qualifications of personnel adequate for requirement.	
2. Availability/Geographical location of personnel for required tasks.	
3. Clearly defined Roles/Responsibilities of personnel.	
C. Firm's Capability to provide the services and expertise and Past Performance.	35
1. Relevant experience of the Firm and subcontractors.	
2. Previous relationship of firm and subcontractors on similar projects.	
3. Specific experience on Medicare compliance and regulations.	
4. Other pertinent experience.	
5. Past/Prior Performance.	
6. Capacity/Capability to meet The City of San Diego needs in a timely manner.	
7. Reference checks.	
D. Price.	10
E. Mandatory Demonstration/Presentation.	15
1. Software	
2. Support Model	
3. Real Time Operation	
4. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

4. Rejection of All Proposals. The City may reject any and all proposals when to do so is in the City's best interests.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

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EXHIBIT B SCOPE OF WORK

- A. INTRODUCTION.** The City of San Diego (City) is seeking **Medicare Insurer Reporting Services** that ensures compliance with Medicare, Medicaid, and the SCHIP Extension Act of 2007 (MMSEA) Section 111 Mandatory Insurer Reporting requirements, Conditional Payment Resolution and Medicare Set-Asides for the City's self-insured and self-administered Workers' Compensation (WC) and Public Liability Programs (PL) which must comply with California and Federal law.
- B. BACKGROUND.** The City of San Diego (City) self-insures and self-administers its Workers' Compensation (WC) and Public Liability (PL), which is administered by the City's Risk Management Department.
- C. OBJECTIVE.** The City is a responsible reporting entity (RRE) seeking a reporting agent to perform Section 111 Reporting services, Conditional Payment resolution and Medicare Set-Asides for its Workers' Compensation and Public Liability claims. The City intends to award a contract to a qualified contractor (referred to in the Scope of Work as Proposer), that represents the best overall value to the City while meeting or exceeding the specifications and requirements within this request for proposal (RFP).
- D. SCOPE OF WORK.** To be eligible for a contract to perform these services, the proposer shall demonstrate experience in providing Section 111 services to Non-Group Health Plan Recovery entities (NGHP) including local, state and federal entities; shall have technical, substantive / legal, and consultative experience; shall have a reporting platform to help ensure error free reporting; and shall provide customized reports for the City to review. Proposer shall provide services for Conditional Payment resolution and Medicare Set-Asides.
- E. IMPLEMENTATION / FULLY OPERATIONAL.** It is desirable that Proposer complete their implementation of the awarded Core Requirements as specified and are fully operational within 90 calendar days after the RFP is awarded. Proposers must submit a brief narrative that describes proposed methods and an overall strategic plan explaining how they will complete their implementation and state how many calendar days it will take from date of the award to be fully operational.
- F. CITY'S CLAIMS MANAGEMENT SYSTEM.** The City's computerized WC and PL claims management system is presently the Ventiv IVOS system. The City's Ventiv IVOS system is being put out to bid under a separate RFP.
- G. PROPOSER'S SYSTEMS REQUIREMENTS.** The following Proposed systems requirements relate to the Core Requirements for Section 111 Reporting, Conditional Payment Resolution and Medicare Set-Asides.
- 1.** Proposer's computerized systems must meet all applicable City technology standards outlined in Exhibit D. Proposer must include Exhibit D, Technical Alignment Questionnaire with their submission. The Proposer's system must host the City's claim data and be able to utilize it in the Section 111 reporting. Failure to submit a fully completed Exhibit D with their proposal may deem their proposal rejected as non-responsive.

2. Proposer must coordinate the testing of the final interface with the Risk Management Department. The City's Risk Management Department must approve and accept the final interface prior to implementation .

3. Proposer's system must support bi-directional data transmissions via FTP.

4. Proposer's system must use PGP encryption.

5. Proposer must implement, at no additional cost to the City, system upgrades and enhancements as required, including changes necessary to keep the Proposer's system in compliance with California State and Federal laws, and to maintain Proposer's system performance and efficiency.

6. Proposer must use Information Technology (IT) best practices for database backup/storage, and data validation including but not limited to numeric, alphabetic, date, and table reference values.

7. **Highly Desirable.** It is highly desirable that Proposer have experience interfacing with the Ventiv IVOS system. However, Proposer must be able to adjust to any change in the City's software systems.

8. Proposer must complete Exhibit D, Steps 1 – 4, of the Final Technical Alignment Questionnaire with AI v2025.01 (1)

H. CORE REQUIREMENTS AND DELIVERABLES.

1. Section 111 Reporting Services.

1.1 Proposer shall provide an overview of the Proposer's organization, size and experience; areas of expertise; approximate number of staff assigned to the project; unique qualifications of the proposer; and other matters that the proposer feels would assist the City in the evaluation process.

1.2 Proposer must provide a description and sample of the reports that would be available to the City and how they would benefit compliance, and transparency in, the reporting process.

1.3 Proposer shall describe their proposed solution to a successful transmission of the Claims Response File from the Center for Medicare Services (CMS) into the City's claim platform.

1.4 Proposer must describe specific Section 111 reporting protocols in place to ensure accurate and complete reporting.

1.5 Proposer must describe method(s) used to verify Medicare beneficiary status and what follow-up is provided if the client error threshold exceeds 20%.

1.6 Proposer shall describe if they provide both transaction and policy consultation services with respect to Section 111.

1.7 Proposer shall describe the standard reports and ad-hoc capabilities available.

1.8 Proposer shall describe how their process will accurately and timely identify Medicare beneficiaries and what best practices you will provide to the City in doing so.

1.9 Proposer shall describe the process and any additional fees applicable if the City changes its claims software.

2. Conditional Payments.

2.1 Proposer shall describe solutions for identifying, verifying, and resolving conditional payment obligations.

2.2 Proposer shall describe services offered to dispute conditional payments. Please describe research process from beginning to end and include lien searches, analysis, and disputes.

2.3 Proposer must describe expertise remanding debt back from the Benefits Coordination and Recovery Center (BCRC), Commercial Repayment Center (CRC) and the United States Department of Treasury (including the Treasury Private Collection Agencies).

2.4 Proposer shall provide their 2024 or 2023 success rate for the following: Informal disputes with the CRC, formal appeals with the CRC, and formal appeals with the BCRC.

2.5 Proposer shall describe the number of appeals / disputes filed in 2024 or 2023 for the following: Workers' Compensation conditional payment recovery actions, Med-Pay, No-Fault conditional payment recovery actions and Liability conditional payment recovery actions.

2.6 Proposer shall describe how many conditional payment appeals they performed at the following levels in calendar year 2023 and 2024: Level 1 appeal, Level 2 Appeal, Level 3 Appeal, Level 4 Appeal and Level 5 Appeal.

2.7 Proposer shall provide level of expertise in negotiating Medicare Advantage and Medicare Part D liens. Include Medicare Advantage Plus (MAP) lien searches based on the PAID Act data.

3. Medicare Set-Aside.

3.1 Proposer shall describe their approval rate over the past 12 months.

3.2 Proposer shall provide service for rush assignments, rated age verification, social security eligibility verification, and zero allocated Medicare Set-Aside's.

I. TRAINING. Proposer must provide training to the City's staff for any changes in legislation that result in a change of process for Section 111 reporting, Conditional Payments, and Medicare Set-Aside's. Training must also be provided to City of San Diego staff on

navigating any software systems utilized by provider that will be accessed by City staff. Training must be conducted on site or via on-line platform at no charge to the City.

J. COOPERATIVE WORK ENVIRONMENT. Proposer must work closely with the Risk Management and other City staff; daily contact may be necessary during the performance of some of the Core Requirements but is not typical. The Proposer is required to foster a cooperative and responsive work environment with the Risk Management Department and any other City staff.

K. ONGOING COORDINATION/STATUS MEETINGS. While much of the work will be conducted with the City via telephone and e-mail, the Proposer must meet in person at City offices with the City's Risk Management Department quarterly, at no additional cost to the City.

L. TRANSPORTATION. Proposer's pricing must be inclusive of all required transportation and travel, including any related fees and charges, at no additional cost to the City (including but not limited to mileage, parking fees, even when parking on City property).

M. CUSTOMER SERVICE. All levels of the Proposer's personnel must respond to all telephone and e-mail inquiries by the City's Risk Management Department within 24 hours.

N. COOPERATION AND TRANSITION. At the end of this contract, Proposer must cooperate with the City and the incumbent contractor, to accomplish a smooth phase-out and transition of responsibility, including transferring of historical data maintained by Proposer.

O. QUALIFICATIONS AND EXPERIENCE: The following minimum experience, qualifications and skills are required to meet the requirements of this RFP.

1. Proposer must provide a company or corporate organizational chart and staffing profile that includes Subcontractors, if applicable.

2. Proposer must provide resumes of key personnel, including background, knowledge, and experience dealing with similar projects and years of tenure for key personnel who will be assigned and dedicated to the City's account. Years of experience dealing with California Workers' Compensation and Public Liability Insurers, California Self-Administered and/or Self-Insured Employers and/or California Public Agencies must be included. Key personnel must be dedicated to the City's account and *not* be substituted or replaced during the term of the contract without the City's prior written acceptance.

3. Proposer must provide the names and contact information, including e-mail addresses, of the key personnel assigned to the City's account.

4. Proposer must assign a highly motivated, senior-level Account Manager with a technical background and a proven track record of ensuring the successful implementation and ongoing performance to the City's account. Account Manager must have prior experience in accounts of similar type, size, and scope, and the ability to work independently with people from all organizational levels across multiple agencies. Account Manager must have a minimum of three (3) out of the last five (5) years of experience handling accounts that provide services regarding California Workers' Compensation claims. The City has the right to request a change in the Account Manager, at any time, if unsatisfied.

5. Proposer must assign to the City's account a senior level IT point of contact available to meet contractual requirements and timeframes.

6. Proposer must clearly define what responsibilities the Account Manager and key personnel will be charged with relative to the City's account. Account Manager and all key personnel will work as a coordinated team to handle the City's account.

7. Account Manager and key personnel must be accessible, at a minimum, by e-mail and local telephone numbers with an area code 619, 858 or 760 or a toll free number, during regular business hours PST 8:00 am and 5:00 pm, excluding City holidays as specified on the City's internet site www.sandiego.gov.

P. REFERENCES.

1. Proposers shall provide three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. References should include at least one client who is a Self-Insured and Self-Administered government agency. References shall be provided in the Contractor Standards Pledge of Compliance form.

2. The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the proposer, and to contact independent consulting firms for additional information about the proposer.

3. **Highly Desirable.** It is highly desirable that references for self-insured agencies are independent of any TPA services connected with Proposer.

Q. ADDITIONAL INSURANCE. The following additional insurance requirements shall apply and be provided by Proposer at :

1. **Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and 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.

2. **Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

3. **Cyber Liability Insurance.** Contractor shall provide a copy of all System User software license agreements that they will be requesting the City to execute. In addition to the requirements of the City of San Diego's General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts Article VII, Contractor shall provide, at its sole cost and expense, evidence of Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy

violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which Contractor is engaged with Insured for such length of time as necessary to cover any and all claims.

4. Professional Liability. (Errors and Omissions) Contractor shall obtain Professional Liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, Contractor must ensure that the policy retroactive date is before the date of the contract is awarded, that coverage is maintained during the duration of performance of the contract or the contract period (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under this Contract.

R. REPRESENTATIVE. The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this contract.

S. DATA SECURITY.

- 1. Contractor Certification.** The contractor certifies that it will always implement and comply with the most current City of San Diego Data Security Standards. The contractor will immediately notify the City if it undergoes, or has reason to believe that it will undergo, an adverse change resulting in the loss of compliance with the City's Data Security Standards.
- 2. Notification Requirements.** The contractor shall immediately notify the City's Chief Information Security Officer of any breach of the City's Data Security Standards. All notifications and required compliance documents regarding Data Security Standards shall be sent to:

Chief Information Security Officer
1010 2nd Avenue, Suite 500
San Diego, CA 92101
Cybersecurity@sandiego.gov
619-533-4840

- 3. Indemnity.** The contractor shall indemnify and hold harmless the City, its officers, and employees from and against any claims, loss, damages, or other harm related to a data security breach or the Contractor's failure to maintain compliance with the City of San Diego data security standards.

T. POST AWARD KICK-OFF MEETING. Proposer receiving award under this solicitation shall be required to attend a post award kick-off meeting within 30 thirty calendar days after award of contract to be scheduled by the Contract Administrator or designee. The Contract Administrator or designee shall communicate the date, time, location, and agenda for this meeting to proposer.

PRICE SCHEDULE. Proposers must submit their pricing on the following Price Schedule. Using the City’s Price Schedule will help ensure consistency in the price evaluation process. The Price Schedule must be completed in full and will be deemed incorporated into the Contract. Any deviations from the Price Schedule may be considered non-responsive and the City’s Price Schedule or to complete it in full shall be cause for the proposer’s proposal to be deemed non-responsive and unacceptable.

The Price Schedule shall be firm, fixed, fully burdened. The pricing or fees for services as listed on the Price Schedule are the only acceptable and allowable charges to the City. The actual quantities provided by the City are not guaranteed. These quantities are listed for the purpose of comparing cost proposals only. The actual quantities may vary from the quantities listed for the City. Any variations from these estimated quantities does not entitle the proposer to an adjustment in the unit price or to any additional compensation.

Section 111 Mandatory Reporting Services

“Price Extension for Initial Contract Period” = “Estimated Annual Quantity” X “Price Per Transaction for Initial Contract Period”

“Price Extension for ‘X’ Renewal Option Year” = “Estimated Annual Quantity” X “Price Per Transaction for ‘X’ Renewal Option Year”

Item Description	Price Per Transaction for Initial Contract Period (Years 1-3 of Contract)	*Price Extension for Initial Contract Period (Years 1-3 of Contract)	Price per Transaction for 1 st Renewal Option Year (Year 4 of Contract)	**Price Extension for 1 st Renewal Option Year (Year 4 of Contract)	Pricing per Transaction for 2 nd Renewal Option Year (Year 5 of Contract) *	**Price Extension for 2 nd Renewal Option Year (Year 5 of Contract)
Mandatory Section 111 Reporting Flat Fee (Per Transaction) This service includes Investigating and Reporting Claims to CMS, Ensuring Compliance with all Section 111 Guidelines and Rules, Ensure that Policy and Procedures are Current, and Query Claims Monthly and Review Results	\$ _____ / Transaction	\$ _____ / Year	\$ _____ / Transaction	\$ _____ / Year	\$ _____ / Transaction	\$ _____ / Year
Section 111 Audit	\$ _____ / Audit	\$ _____ / Year	\$ _____ / Audit	\$ _____ / Year	\$ _____ / Audit	\$ _____ / Year
Section 1, Medicare – Section 111 Mandatory Reporting Services:		\$ _____ / Year		\$ _____ / Year		\$ _____ / Year

12: Medicare – Conditional Payment Services

Definition: “Price Extension for Initial Contract Period” = “Estimated Annual Quantity” X “Price Per Transaction for Initial Contract Period”
 Definition: “Price Extension for ‘X’ Renewal Option Year” = “Estimated Annual Quantity” X “Price Per Transaction for ‘X’ Renewal Option Year”

Item Number	Description	Price Per Transaction for Initial Contract Period (Years 1-3 of Contract)	*Price Extension for Initial Contract Period (Years 1-3 of Contract)	Price per Transaction for 1 st Renewal Option Year (Year 4 of Contract)	**Price Extension for 1 st Renewal Option Year (Year 4 of Contract)	Pricing per Transaction for 2 nd Renewal Option Year (Year 5 of Contract) *	**Price Extension for 2 nd Renewal Option Year (Year 5 of Contract)
	Medicare/Social Security Eligibility Verification	\$ _____ / Transaction	\$ _____ / Year	\$ _____ / Transaction	\$ _____ / Year	\$ _____ / Transaction	\$ _____ / Year
	Conditional Payment Monitor (Proactive Search when Applicant Identified as Medicare Beneficiary)	\$ _____ / Transaction	\$ _____ / Year	\$ _____ / Transaction	\$ _____ / Year	\$ _____ / Transaction	\$ _____ / Year
	Workers’ Compensation – Bundle Rate (Includes Conditional Payment Verification, Conditional Payment Evaluation, Commercial Repayment Center (CRC) and Benefits Coordination and Recovery Center (BCRC) Disputes/ 1 st Level, Conditional Payment Update and Secure Final Demand/Confirmation of Case Closure)	\$ _____ / Case CRC No.	\$ _____ / Year	\$ _____ / Case CRC No.	\$ _____ / Year	\$ _____ / Case CRC No.	\$ _____ / Year
	Workers’ Compensation – Department of Treasury (DOT) appeal	\$ _____ / Case CRC No.	\$ _____ / Year	\$ _____ / Case CRC No.	\$ _____ / Year	\$ _____ / Case CRC No.	\$ _____ / Year
	Workers’ Compensation – Qualified Independent Contractor (QIC) – 2 nd Level Appeals	\$ _____ / Case CRC No.	\$ _____ / Year	\$ _____ / Case CRC No.	\$ _____ / Year	\$ _____ / Case CRC No.	\$ _____ / Year

Item Description	Price Per Transaction for Initial Contract Period (Years 1-3 of Contract)	*Price Extension for Initial Contract Period (Years 1-3 of Contract)	Price per Transaction for 1 st Renewal Option Year (Year 4 of Contract)	**Price Extension for 1 st Renewal Option Year (Year 4 of Contract)	Pricing per Transaction for 2 nd Renewal Option Year (Year 5 of Contract) *	**Price Extension for 2 nd Renewal Option Year (Year 5 of Contract)
Workers' Compensation - Administrative Law Judge (ALJ) Hearing - 3rd Level Appeals	\$ _____ / Case CRC No.	\$ _____ / Year	\$ _____ / Case CRC No.	\$ _____ / Year	\$ _____ / Case CRC No.	\$ _____ /
Liability - Bundle Rate (Includes Conditional Payment Verification, Conditional Payment Evaluation, Commercial Repayment Center (CRC) and Benefits Coordination and Recovery Center (BCRC) Disputes/ 1st Level, Conditional Payment Update and Secure Final Demand/Confirmation of Case Closure)Conditional Payment Verification	\$ _____ / Case CRC No.	\$ _____ / Year	\$ _____ / Case CRC No.	\$ _____ / Year	\$ _____ / Case CRC No.	\$ _____ /
Advantage/Prescription Drug Plan/Medicaid Lien/Health Care Lien Services (Research and Payment Resolution)	\$ _____ / Lien	\$ _____ / Year	\$ _____ / Lien	\$ _____ / Year	\$ _____ / Lien	\$ _____ /
Medicaid Lien Services (Research and Payment Resolution)	\$ _____ / Lien	\$ _____ / Year	\$ _____ / Lien	\$ _____ / Year	\$ _____ / Lien	\$ _____ /
Total Section 2, Medicare - Conditional Payment Services:		\$ _____ / Year		\$ _____ / Year		\$ _____ /

3: Medicare Set-Aside (MSA) Services

ation: "Price Extension for Initial Contract Period" = "Estimated Annual Quantity" X "Price Per Transaction for Initial Contract Period"
 tion: "Price Extension for 'X' Renewal Option Year" = "Estimated Annual Quantity" X "Price Per Transaction for 'X' Renewal Option Year"

Estimated Annual Quantity	Description	Price Per Transaction for Initial Contract Period (Years 1-3 of Contract)	*Price Extension for Initial Contract Period (Years 1-3 of Contract)	Price per Transaction for 1 st Renewal Option Year (Year 4 of Contract)	**Price Extension for 1 st Renewal Option Year (Year 4 of Contract)	Pricing per Transaction for 2 nd Renewal Option Year (Year 5 of Contract) *	**Price Extensions for 2 nd Renewal Option Year (Year 5 of Contract)
	SSN/DOB Research Services	\$ _____ / Claim	\$ _____ / Year	\$ _____ / Claim	\$ _____ / Year	\$ _____ / Claim	\$ _____
	Workers' Compensation Medicare Set-Aside Review	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____
	Center for Medicare/Medicaid Services (CMS) Submission (settlement and MSA for review/approval)	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____
	Amended Review	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____
	Zero Allocation	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____
	Rated Age Only	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____
	Medicare Cost Projection (MCP)	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____ / Year	\$ _____ / Referral	\$ _____
Total Section 3, Medicare Set-Aside (MSA) Services:		\$ _____ / Year	\$ _____ / Year		\$ _____ / Year		\$ _____
Grand Total Section 1, Section 2 and Section 3:		\$ _____ / Year	\$ _____ / Year		\$ _____ / Year		\$ _____

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract 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 that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 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.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. 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 City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require 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 City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP) No. 10090277-25-L

Closing Date: April 29, 2025
@ 2:00 p.m. PT

City of San Diego Proposal to provide Medicare Insurer Reporting Services.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove RFP Contract Signature Page (page 3) and replace with the attached Addendum A, RFP Contract Signature Page (page 3).
2. Add one (1) page "Questions and Answers". (Note: The questions and answers are being provided for informational purposes only and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Lisa Hoffmann, CPPB
Senior Procurement Contracting Officer
(619) 236-6096
April 11, 2025

4th Contractor's Proposal

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

BY:

Street Address

Print Name: _____

City

Title

Telephone No.

Date Signed

E-Mail

BY:

Approved as to form this ____ day of

Signature of
Proposer's Authorized
Representative

_____, 20____.

HEATHER FERBERT, City Attorney

Print Name

BY: _____
Deputy City Attorney

Title

Date

RFP 10090166-25-L, Fully Insured Medical Program Questions and Answers

Question 1: When referencing "the application" and "the system" within the bid questions, is it referring to the Mandatory Insurer Reporting platform or our CRM tool that houses information for Medicare Set-Asides and Conditional Payments? These are two separate platforms. Also, we have reviewed the RFP and noticed that some of the questions and language appear to be outside the scope of our service offerings, which include Conditional Payments, Section 111 Reporting (Mandatory Insurer Reporting), and MSAs. We are having difficulty interpreting some of the terminology used. Could you please clarify whether all sections within Technology Tab 1 and 2 are required to be completed, or if certain questions pertain to other service areas? Any guidance you can provide would be greatly appreciated.

Response: When referencing "the application" and "the system", Exhibit D, Technical Alignment Questionnaire, refers to the Proposers application/system.

The contract will be awarded to a single proposer for all three services – Section 111 Reporting Services, Conditional Payment Resolution, and Medicare Set-Asides for the City's Workers' Compensation and Public Liability claims.

Exhibit D, Technical Alignment Questionnaire is required by the City's IT Department and some items may not be applicable for the requested services.

Question 2: Under Section U Price Schedule, Section 3: Medicare Set-Aside (MSA) Services, is the SSN/DOB Research Services intended to be for liability claims for which SSN and/or DOB may not have been provided but are necessary for Section 111 Query? If not, could you please provide a brief description of your requirements for this service?

Response: No. The SSN/DOB Research Services could be used either for Public Liability (PL) claims or Workers' Compensation (WC) claims to determine if an employee is eligible or near eligibility when reviewing for settlement that includes a medical buyout.

ATTACHMENT 2 – PROPOSAL



Request for Proposal (RFP) for Medicare Insurer Reporting Services

Solicitation Number:	10090277-25-L
Solicitation Issue Date:	April 1, 2025
Pre-Proposal Conference:	No Pre-Proposal Conference will be held.
Questions and Comments Due:	April 8, 2025 @ 12:00 p.m.
Proposal Due Date and Time ("Closing Date"):	April 29, 2025 @ 2:00 p.m.
Contract Terms:	Three (3) years from Effective Date, with two (2), one (1) year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Lisa Hoffmann, Senior Procurement Contracting Officer Lhoffmann@sandiego.gov (619) 236-6096
Submissions:	<p>Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), or an electronic proposal via PlanetBids, of their response as described herein.</p> <p>The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</p> <p>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</p>

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090277-25-L, Medicare
Insurer Reporting Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090277-25-L, Medicare Insurer Reporting Services (Contractor).

RECITALS

On or about 4/1/2025, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide reporting services that ensures compliance with Medicare, Medicaid, and the SCHIP Extension Act of 2007 (MMSEA) Section 111 Mandatory Insurer Reporting requirements, Conditional Payment Resolution and Medicare Set-Asides as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Risk Management Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Joseph Sousa, Workers' Compensation Program Manager
City of San Diego, Risk Management Department
1200 Third Ave, Suite 1000
San Diego, CA 92101
619-236-5958
jsousa@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of three (3) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for two (2) additional one (1) year

period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$_____.
(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Proposal

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Charles Taylor General Agency,
DBA as Allan Koba Compliance Solutions

Proposer

301 Merritt 7, 2nd Floor

Street Address

Norwalk, CT 06851

City

585-820-8016

Telephone No.

ciara.koba@allankoba.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY: _____

Print Name: _____

Title

Date Signed

BY:

Ciara Koba

Signature of
Proposer's Authorized
Representative

Ciara F. Koba

Print Name

Principal

Title

4/28/2025

Date

Approved as to form this ____ day of

_____, 20____.

HEATHER FERBERT, City Attorney

BY: _____

Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A – Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or

the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C – Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA

should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will

include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects.	
4. Exceptions to the RFP.	
B. Staffing Plan.	20
1. Qualifications of personnel adequate for requirement.	
2. Availability/Geographical location of personnel for required tasks.	
3. Clearly defined Roles/Responsibilities of personnel.	
C. Firm's Capability to provide the services and expertise and Past Performance.	35
1. Relevant experience of the Firm and subcontractors.	
2. Previous relationship of firm and subcontractors on similar projects.	
3. Specific experience on Medicare compliance and regulations.	
4. Other pertinent experience.	
5. Past/Prior Performance.	
6. Capacity/Capability to meet The City of San Diego needs in a timely manner.	
7. Reference checks.	
D. Price.	10
E. Mandatory Demonstration/Presentation.	15
1. Software	
2. Support Model	
3. Real Time Operation	
4. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

4. Rejection of All Proposals. The City may reject any and all proposals when to do so is in the City's best interests.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

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EXHIBIT B SCOPE OF WORK

A. INTRODUCTION. The City of San Diego (City) is seeking **Medicare Insurer Reporting Services** that ensures compliance with Medicare, Medicaid, and the SCHIP Extension Act of 2007 (MMSEA) Section 111 Mandatory Insurer Reporting requirements, Conditional Payment Resolution and Medicare Set-Asides for the City's self-insured and self-administered Workers' Compensation (WC) and Public Liability Programs (PL) which must comply with California and Federal law.

B. BACKGROUND. The City of San Diego (City) self-insures and self-administers its Workers' Compensation (WC) and Public Liability (PL), which is administered by the City's Risk Management Department.

C. OBJECTIVE. The City is a responsible reporting entity (RRE) seeking a reporting agent to perform Section 111 Reporting services, Conditional Payment resolution and Medicare Set-Asides for its Workers' Compensation and Public Liability claims. The City intends to award a contract to a qualified contractor (referred to in the Scope of Work as Proposer), that represents the best overall value to the City while meeting or exceeding the specifications and requirements within this request for proposal (RFP).

D. SCOPE OF WORK. To be eligible for a contract to perform these services, the proposer shall demonstrate experience in providing Section 111 services to Non-Group Health Plan Recovery entities (NGHP) including local, state and federal entities; shall have technical, substantive / legal, and consultative experience; shall have a reporting platform to help ensure error free reporting; and shall provide customized reports for the City to review. Proposer shall provide services for Conditional Payment resolution and Medicare Set-Asides.

E. IMPLEMENTATION / FULLY OPERATIONAL. It is desirable that Proposer complete their implementation of the awarded Core Requirements as specified and are fully operational within 90 calendar days after the RFP is awarded. Proposers must submit a brief narrative that describes proposed methods and an overall strategic plan explaining how they will complete their implementation and state how many calendar days it will take from date of the award to be fully operational.

Proposed Methods and Strategic Plan for Implementation

Allan Koba Compliance Solutions (AKCS) has developed a comprehensive strategic plan to ensure the timely and effective implementation of our compliance services for the City of San Diego. Our approach is designed to facilitate a smooth transition, establish robust processes, and ensure that all reporting and compliance requirements are met efficiently. Below is an overview of our proposed methods and the strategic plan detailing the timeline for full operational status.

Phase 1: Project Kickoff and Needs Assessment (Days 1-7)

1. Project Kickoff Meeting:

- Schedule an initial meeting with the City's stakeholders to outline project objectives, expectations, and communication protocols.
- Establish a project management team that will oversee implementation.

2. Needs Assessment:

- Conduct a thorough needs assessment involving key personnel from the City to understand specific requirements, compliance objectives, and any unique challenges that may affect the implementation process.

Phase 2: System Configuration and Data Integration (Days 8-21)

1. Configuration of Compliance Systems:

- Customize our compliance reporting systems to meet the City’s specific needs, including data fields and integration points.
 - Collaborate with the City’s IT department to ensure seamless integration with existing claims platforms.
2. **Data Migration and Testing:**
 - Gather necessary data from the City and initiate data migration processes.
 - Conduct rigorous testing of the integrated systems to validate data accuracy, functionality, and compliance with reporting requirements.

Phase 3: Training and Documentation (Days 22-30)

1. **Training Program Development:**
 - Develop tailored training materials and resources for the City’s staff, focusing on compliance processes, data management, and reporting protocols.
 - Schedule training sessions to educate relevant personnel on the new system and compliance procedures.
2. **Documentation:**
 - Provide comprehensive documentation detailing system processes, reporting protocols, and roles and responsibilities to ensure clarity and accountability.

Phase 4: Implementation and Go-Live (Days 31-45)

1. **Final System Review:**
 - Conduct a final review of the system to ensure all components are functioning as intended and that all necessary data has been accurately integrated.
 - Address any outstanding issues or concerns identified during the testing phase.
2. **Go-Live:**
 - Officially launch the system, transitioning the City to full operational status for all compliance-related processes.
 - Maintain support during the initial go-live period to address any issues that may arise.

Phase 5: Post-Implementation Support and Optimization (Days 46-60)

1. **Ongoing Support:**
 - Offer continuous support to the City’s staff during the initial operational phase, ensuring the team feels confident in using the new system.
 - Establish a helpdesk and communication channels for prompt resolution of questions or issues.
2. **Performance Review and Optimization:**
 - Conduct a performance review 30 days post-implementation to assess system effectiveness and identify areas for improvement.
 - Implement necessary adjustments to optimize processes and ensure ongoing compliance.

Timeline for Completion

From the date of the award, it is our goal to be fully operational within **60 calendar days**. This timeline provides a structured approach that enables thorough planning, execution, and testing, ensuring that the City of San Diego is equipped with a reliable compliance reporting system that meets all regulatory requirements.

Conclusion

Allan Koba Compliance Solutions is committed to delivering a seamless implementation experience that prioritizes the City’s needs and compliance objectives. Our structured strategic plan and timeline ensure that we will be fully operational and capable of providing exceptional compliance services within the established timeframe. We look forward to partnering with the City of San Diego and supporting its compliance efforts.

F. **CITY'S CLAIMS MANAGEMENT SYSTEM.** The City's computerized WC and PL claims management system is presently the Ventiv IVOS system. The City's Ventiv IVOS system is being put out to bid under a separate RFP.

G. **PROPOSER'S SYSTEMS REQUIREMENTS.** The following Proposed systems requirements relate to the Core Requirements for Section 111 Reporting, Conditional Payment Resolution and Medicare Set-Asides.

1. Proposer's computerized systems must meet all applicable City technology standards outlined in Exhibit D. Proposer must include Exhibit D, Technical Alignment Questionnaire with their submission. The Proposer's system must host the City's claim data and be able to utilize it in the Section 111 reporting. Failure to submit a fully completed Exhibit D with their proposal may deem their proposal rejected as non-responsive.

2. Proposer must coordinate the testing of the final interface with the Risk Management Department. The City's Risk Management Department must approve and accept the final interface prior to implementation .

3. Proposer's system must support bi-directional data transmissions via FTP.

4. Proposer's system must use PGP encryption.

5. Proposer must implement, at no additional cost to the City, system upgrades and enhancements as required, including changes necessary to keep the Proposer's system in compliance with California State and Federal laws, and to maintain Proposer's system performance and efficiency.

6. Proposer must use Information Technology (IT) best practices for database backup/storage, and data validation including but not limited to numeric, alphabetic, date, and table reference values.

7. **Highly Desirable.** It is highly desirable that Proposer have experience interfacing with the Ventiv IVOS system. However, Proposer must be able to adjust to any change in the City's software systems.

8. Proposer must complete Exhibit D, Steps 1 - 4, of the Final Technical Alignment Questionnaire with AI v2025.01 (1)

H. **CORE REQUIREMENTS AND DELIVERABLES.**

1. **Section 111 Reporting Services.**

1.1 Proposer shall provide an overview of the Proposer's organization, size and experience; areas of expertise; approximate number of staff assigned to the project; unique qualifications of the proposer; and other matters that the proposer feels would assist the City in the evaluation process.

Overview of Allan Koba Compliance Solutions (AKCS)

Allan Koba Compliance Solutions is a leading provider of Medicare Secondary Payer compliance and Section 111 reporting services, specializing in Medicare Secondary Payer-related regulations and risk management. With a commitment to excellence and integrity, we have built a strong reputation for delivering high-quality solutions tailored to the needs of our clients.

Organization Size and Experience

AKCS is comprised of 38 dedicated professionals, including attorneys, nurses, paralegals, administrative support staff, finance experts, human resources specialists, accounting personnel, and specialists in information technology (IT) and security. Our diverse team allows us to approach compliance challenges from multiple angles, ensuring comprehensive and effective solutions. With over 20 years of experience in the Section 111 sector, we have successfully assisted numerous clients, including public and private organizations, in navigating complex statutory and regulatory reporting obligations.

Areas of Expertise

Our primary areas of expertise include:

1. **Mandatory Insurer Reporting:** We specialize in MMSEA Section 111 reporting, assisting clients in fulfilling their obligations related to Medicare and other insurance reporting requirements.
2. **Risk Management:** Our team provides risk assessment and management services to help organizations identify potential compliance risks and develop mitigation strategies.
3. **Legal Consulting:** With licensed attorneys on staff, we offer legal support and advice on compliance issues, ensuring that our clients stay informed of their rights and responsibilities.
4. **Healthcare Compliance:** We are experienced in navigating the intricacies of healthcare regulations and laws, providing guidance on compliance with HIPAA, Medicare, and Medicaid.
5. **Training and Education:** We offer training programs to help organizations educate their staff on compliance best practices and regulatory requirements.
6. **Information Technology and Security:** Our dedicated IT and security experts are specialized in protecting sensitive data and ensuring compliance with data protection regulations. They implement and maintain robust security measures to safeguard client information against breaches and unauthorized access, which is critical in maintaining trust and compliance in the healthcare sector.

Staff Assigned to the Project

For the City of San Diego's project, we will assign a dedicated team of experts tailored to the specific needs outlined in the RFP. This team will consist of approximately six (6) professionals, including compliance specialists, legal experts, data analysts, and IT and security personnel, ensuring that every aspect of the reporting process is handled with the utmost care and expertise.

Unique Qualifications of the Proposer

- **Proven Track Record:** AKCS has a history of successful compliance projects, demonstrated by our long-term partnerships with various governmental and private entities.
- **Customized Solutions:** We pride ourselves on providing tailored solutions that meet the unique needs of each client. Our approach ensures that we address specific challenges effectively while adhering to industry regulations.
- **Multidisciplinary Approach:** Our team's diverse backgrounds allow us to leverage a wide range of skills and knowledge, facilitating innovative solutions to complex compliance issues.
- **Commitment to Accountability:** We employ systems for tracking and monitoring compliance activities, ensuring transparency and accountability throughout the reporting process.
- **Strong Security Measures:** Our information technology and security team is dedicated to implementing and maintaining the highest standards of data protection, ensuring

that all client data is handled securely and in compliance with relevant regulatory requirements.

Conclusion

Allan Koba Compliance Solutions is committed to providing the City of San Diego with exceptional compliance services that enhance operational efficiency and ensure adherence to federal and state regulations. We believe our expertise, multidisciplinary team, and dedication to client success uniquely position us to deliver the best solutions for your needs. We look forward to the opportunity to partner with the City and contribute to a successful compliance program.

1.2 Proposer must provide a description and sample of the reports that would be available to the City and how they would benefit compliance, and transparency in, the reporting process.

Description of Reports Available to the City

Allan Koba Compliance Solutions (AKCS) provides a robust suite of reporting services under the MMSEA Section 111 Mandatory Insurer Reporting for Non-Group Health Plans. Our offerings are tailored to enhance compliance, facilitate transparency, and streamline the reporting process for the City of San Diego. The following types of reports will be available:

1. **Initial Notification Reports:** Details of initial notifications sent to the Centers for Medicare & Medicaid Services (CMS) regarding covered individuals, including essential data such as insurer identification and relevant claim information.
2. **Query Response Reports:** Comprehensive responses to queries from CMS regarding reported claims. These reports include clarifications and additional information needed by CMS to process claims effectively.
3. **Next Scheduled Action Reports:** Actionable timelines detailing the next required steps for each reported claim, ensuring that the City remains proactive in managing compliance obligations.
4. **Claim Response Reports:** Summary of responses generated following CMS inquiries about specific claims. These documents ensure clarity around CMS's requirements for all reported events.
5. **Missing Query Fields Reports:** Identifies claims where required data fields are missing, preventing effective query processing. This report aids in promptly addressing data gaps to facilitate comprehensive reporting.
6. **Missing Reporting Fields Reports:** Similar to the missing query fields report, this highlights claims lacking necessary data to comply with reporting requirements, which is critical for maintaining ongoing compliance.
7. **Greater than or Equal to 275 Days Since Reportable Event Reports:** Lists claims that have not been reported within the stipulated timeframe since a reportable event. This report assists in mitigating risks associated with late reporting.
8. **CMS Errors Reports:** Documents errors identified by CMS in submitted reports, providing the City with insights needed for corrective actions to ensure compliance.
9. **ORM Term and No TPOC Reports:** Indicates cases where the Obligation to Report (ORM) has been terminated, but no Total Payment Obligation to the Claimant (TPOC) has been reported, facilitating a review of reporting compliance.
10. **TPOC Entered but No ORM Term Reports:** Highlights instances where a TPOC has

been entered for a claim but has not followed up with an ORM termination, prompting additional review to avoid compliance issues.

11. **Settlement Documents Received but No TPOC Reported:** Alerts the City to cases where settlement documents have been received but a TPOC report has not been filed, ensuring all necessary reporting occurs.
12. **Early ORM Termination Opportunity Reports:** Provides analysis on claims where early ORM termination might be beneficial, helping to optimize reporting strategies.
13. **Workers' Compensation (WC) Exclusion Reports:** Identifies claims potentially excluded from reporting requirements under workers' compensation Section 111 exclusion, providing clarity on necessary actions.
14. **Statute of Limitations Opportunity Reports:** Highlights claims approaching their statute of limitations deadlines, ensuring timely reporting and compliance actions.
15. **Year-End Compliance Reports:** Comprehensive summaries that provide an overview of all reported incidents and compliance status for the year, including data analysis and metrics that aid in strategic planning.
16. **Audit Readiness Reports:** Prepares documentation for potential audits by CMS or other regulatory bodies, ensuring that the City can respond promptly to inquiries.

Benefits of Reports for Compliance and Transparency

- **Enhanced Compliance:** Our reports facilitate adherence to MMSEA Section 111 requirements by ensuring timely and precise data submissions, reducing the risk of penalties associated with non-compliance.
- **Proactive Risk Management:** The inclusion of detailed insights and actionable timelines helps the City stay proactive in addressing potential compliance issues before they escalate.
- **Improved Decision Making:** Reports like the Statute of Limitations Opportunity and Early ORM Termination Opportunity provide critical data that empower city officials to make informed decisions regarding claims and resources.
- **Transparency and Accountability:** By providing detailed reporting materials and making them accessible, AKCS fosters a transparent relationship with the City. Stakeholders can easily review data and understand the reporting processes.
- **Efficient Monitoring:** Continuous updates and audit-ready reports enhance the monitoring capability of compliance responsibilities, enabling the City to react swiftly to any inquiries or challenges raised by CMS.

Sample Report Overview

We can customize sample reports tailored to the City's requirements. Below is an example of what one of our Query Response Reports might include:

- **Report Title:** Query Response Report
- **Date of Submission:** [Insert Date]
- **Insurer Information:** City of San Diego (RRE ID)
- **Claimant Details:**
 - Name: [Claimant Name]
 - Date of Birth: [DOB]
 - Medicare Number: [Medicare ID]
 - Policy Number: [Policy ID]
- **Query Details:**
 - Date of Query: [Query Date]
 - CMS Query Reference: [Reference Number]
- **Response Information:**
 - Part A Enrollment info

- Part B Enrollment info
- Part C Enrollment info
- Part D Enrollment info

1.3 Proposer shall describe their proposed solution to a successful transmission of the Claims Response File from the Center for Medicare Services (CMS) into the City's claim platform.

Proposed Solution for Transmission of the Claims Response File

Allan Koba Compliance Solutions (AKCS) has developed a comprehensive solution for the seamless transmission of the Claims Response File from CMS into the City of San Diego's claims platform. Our approach is designed to ensure accuracy, security, and efficiency, thereby enhancing compliance and operational effectiveness. Below are the key components of our proposed solution:

1. **Establishment of Secure Data Transfer Protocol:**
 - We recommend utilizing a secure and encrypted data transfer protocol (such as SFTP or HTTPS) to ensure that all information transmitted from CMS to the City is protected against unauthorized access and data breaches.
 - Implementing multi-factor authentication (MFA) for access to the data transfer system will provide an additional layer of security.
2. **Data Mapping and Integration:**
 - Prior to the transmission, our team will work closely with the City's IT department to define the data mapping requirements. This ensures that all fields within the Claims Response File from CMS align correctly with the corresponding fields in the City's claims platform.
 - We will create a detailed data mapping document outlining specifications for field names, data types, and any necessary transformations.
3. **Automated Data Extraction and Validation:**
 - To automate the extraction of the Claims Response File from CMS, we will establish a scheduled job that runs at predetermined intervals (e.g., daily, weekly) depending on the City's needs.
 - Our solution will include validation checks to ensure the accuracy and integrity of the data before it is transmitted. This means performing routine checks for data completeness, consistency, and format compliance.
4. **Real-Time Monitoring and Alerts:**
 - We will implement a real-time monitoring system that tracks the status of each data transmission. Should any issues arise during the process—such as transmission failures or validation errors—automatic alerts will be sent to designated personnel at AKCS and the City.
 - This proactive monitoring allows for rapid response to any issues, minimizing downtime and ensuring continuous compliance.
5. **Error Handling and Reporting:**
 - In the event of errors during the transmission or integration process, our solution will include a comprehensive error-handling mechanism, logging all incidents for review. The City will receive error reports detailing any discrepancies, enabling quick resolution.
 - We will conduct regular audits of the transmission process to ensure ongoing accuracy and compliance with CMS requirements.
6. **Training and Support:**

- To facilitate a smooth transition and ongoing operations, AKCS will offer training sessions for the City's claims staff. This will include guidance on how to navigate the integrated system, interpret claims response data, and manage any issues that may arise.
- Our dedicated support team will be available for ongoing assistance and troubleshooting, ensuring that the City has the necessary resources to maintain the system.

7. Documentation and Compliance:

- Finally, we will provide comprehensive documentation that outlines all processes, protocols, and compliance measures related to the transmission of the Claims Response File. This documentation will serve as a valuable resource for the City and can be utilized in audits or quality assurance reviews.

Conclusion

By implementing this robust transmission solution, Allan Koba Compliance Solutions aims to ensure that the Claims Response File from CMS is accurately and securely integrated into the City's claims platform. Our approach not only enhances compliance with MMSEA Section 111 requirements but also provides the City with the necessary tools and support to manage claims effectively.

1.4 Proposer must describe specific Section 111 reporting protocols in place to ensure accurate and complete reporting.

Section 111 Reporting Protocols for Accurate and Complete Reporting

At Allan Koba Compliance Solutions (AKCS), we recognize the critical importance of accurate and complete reporting under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act (MMSEA). To ensure compliance with these regulations, we have implemented robust reporting protocols that encompass data collection, validation, submission, and monitoring processes. Below are the key components of our Section 111 reporting protocols:

1. Comprehensive Data Collection:

- **Initial Intake Procedures:** We employ a systematic approach for collecting initial claimant data, ensuring that all required information—including the Medicare ID, date of birth, policy details, and incident information—is gathered accurately. Our intake forms are designed to capture all necessary fields as outlined by CMS.
- **Cross-Verification:** Data collected from various sources (such as insurers, claimants, and legal filings) is cross-verified to ensure consistency and accuracy before it enters our reporting system.

2. Data Validation and Quality Assurance:

- **Automated Data Validation:** We utilize advanced software tools that perform automated validation checks on the collected data. This includes verifying the completeness of the required fields, ensuring the accuracy of Medicare numbers, and confirming that the incident data corresponds with reporting requirements.
- **Manual Quality Review:** In addition to automated checks, our compliance specialists conduct manual reviews of the data set prior to submission. This two-tiered approach enhances reliability by catching any discrepancies or errors that automated systems might overlook.

3. **Timely Reporting:**
 - **Adherence to Deadlines:** Our team is well-versed in the reporting timelines established by CMS. We implement a project management system that tracks reporting deadlines, ensuring that all claims are submitted in a timely manner to prevent penalties and compliance issues.
 - **Scheduled Reports:** We schedule regular reporting intervals (monthly, quarterly, or as required) to ensure continuous compliance and to address any changes in claimant status proactively.
4. **Real-Time Monitoring and Alerts:**
 - **Status Tracking:** We maintain real-time tracking of each report submitted, allowing us to monitor the status of submissions and any subsequent responses from CMS. This capability enables swift action should any issues arise.
 - **Automated Alerts:** Should any discrepancies or issues be identified in the reporting process, our system generates automated alerts that notify our compliance team to take corrective action immediately.
5. **Error Handling and Correction Protocols:**
 - **Post-Submission Review:** Following each submission, we conduct a post-submission analysis to identify any potential errors flagged by CMS in their query responses, allowing us to rectify issues promptly.
 - **Data Correction Mechanism:** We have established clear procedures for addressing inaccuracies, which involve direct communication with CMS to resolve discrepancies and ensure that all corrective actions are documented and integrated into future reporting processes.
6. **Ongoing Training and Education:**
 - **Staff Training:** Our team undergoes regular training sessions to stay updated on changes in CMS regulations, reporting requirements, and best practices for compliance. This continuous education ensures that our staff is well-informed about the latest guidelines and protocols.
 - **Client Education:** We also provide training resources and workshops for our clients, ensuring that they understand their roles in the reporting process and the importance of accurate data submission.
7. **Documentation and Compliance Audits:**
 - **Comprehensive Record Keeping:** We maintain meticulous records of all reporting activities, including data submissions, responses from CMS, and any corrective actions taken. This thorough documentation supports transparency and accountability.
 - **Regular Audits:** Conducting internal audits of our reporting processes helps us identify areas for improvement and ensures ongoing compliance with CMS guidelines, thereby reinforcing our commitment to accuracy and completeness.

Conclusion

Through these comprehensive reporting protocols, Allan Koba Compliance Solutions ensures that Section 111 reporting is not only accurate and complete but also compliant with all regulatory requirements. We are committed to maintaining the highest standards of integrity in our reporting practices, providing our clients with confidence in our ability to meet their compliance needs effectively.

1.5 Proposer must describe method(s) used to verify Medicare beneficiary status and what follow-up is provided if the client error threshold exceeds 20%.

Methods for Verifying Medicare Beneficiary Status and Follow-Up Procedures

At Allan Koba Compliance Solutions (AKCS), we understand the critical importance of accurately verifying Medicare beneficiary status for compliance with MMSEA Section 111 reporting requirements. Our methods are designed to minimize errors and ensure that data reported is accurate and complete. Below is an overview of our verification processes and the follow-up actions we take if the client error threshold exceeds 20%.

Verification Methods

1. **Data Integration with CMS Medicare Database:**
 - We utilize secure access to the Centers for Medicare & Medicaid Services (CMS) database to verify the Medicare status of beneficiaries. This includes checking the Medicare beneficiary identifier (MBI) and other relevant demographic details to ensure that all information is current and accurate.
 - Our data system is integrated with CMS resources, allowing for real-time verification of beneficiary status whenever a claim is processed.
2. **Automated Data Validation:**
 - Our reporting systems automatically validate Medicare numbers and details against predefined criteria established by CMS. This includes checks for valid format, active status, and correct association between beneficiaries and claims.
 - The automated system flags discrepancies or potential errors for further investigation, enabling us to swiftly address any issues.
3. **Comprehensive Claim Reviews:**
 - Our compliance specialists conduct thorough reviews of incoming claims to ensure proper documentation is collected and associated with each beneficiary's status. This includes confirming that all required fields are filled out accurately before submission to CMS.
 - Claims are cross-checked against our internal records and the CMS database during this review process.
4. **Direct Communication with Beneficiaries:**
 - For claims where there are discrepancies in beneficiary status that cannot be resolved through data checks, we engage directly with beneficiaries, when appropriate, to clarify their Medicare status and gather any necessary documentation.

Follow-Up Procedures for Exceeding the Error Threshold

In the event that the reported error rate exceeds the 20% threshold, AKCS implements a structured follow-up process to address the underlying issues and enhance future compliance efforts:

1. **Root Cause Analysis:**
 - We conduct a comprehensive root cause analysis to identify factors contributing to the high error rate. This involves reviewing the claims with errors and assessing the methodologies used in data collection, verification, and reporting.
 - Our team collaborates with the City to understand any systemic issues or specific challenges they may be facing.
2. **Error Reporting and Feedback:**
 - Upon identifying errors, we prepare a detailed report outlining the nature

of the discrepancies, including specific cases of incorrect beneficiary status. This report is shared with the City for transparency and collaborative resolution.

- We provide feedback and recommendations to the City's staff on areas where processes can be improved to prevent future errors.

3. Corrective Action Plan:

- We develop and implement a corrective action plan that includes enhanced training sessions for the City's team on best practices for data collection and verification.
- Enhancements to our verification protocols may be introduced, such as increasing the frequency of data validations or improving communication strategies with beneficiaries.

4. Ongoing Monitoring:

- After implementing the corrective actions, we establish a period of ongoing monitoring to track improvements in the error rate. Regular assessments will be conducted, and adjustments will be made as necessary to ensure that the threshold is maintained below 20%.
- We will continue to provide support and guidance to the City throughout this monitoring phase to ensure sustained compliance and improvement.

5. Communication and Reporting:

- Throughout this process, we maintain open communication with the City, providing status updates and insights into the effectiveness of the corrective actions being taken.

Conclusion

Allan Koba Compliance Solutions is committed to ensuring accurate verification of Medicare beneficiary status as part of our Section 111 reporting obligations. Our robust verification methods, combined with a proactive follow-up approach in the event of exceeding the error threshold, empower us to address inaccuracies effectively and continually enhance our compliance frameworks. We aim to work closely with the City of San Diego to ensure a successful partnership in meeting all regulatory requirements.

1.6 Proposer shall describe if they provide both transaction and policy consultation services with respect to Section 111.

Provision of Transaction and Policy Consultation Services for Section 111

Allan Koba Compliance Solutions (AKCS) is committed to delivering comprehensive services that support our clients' compliance needs under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act (MMSEA). We provide both transaction and policy consultation services to ensure that our clients can navigate the complexities of Medicare reporting effectively.

Transaction Services

1. Mandatory Insurer Reporting:

- AKCS specializes in the transaction aspect of Section 111 reporting, managing the complete process of submitting claims data to the Centers for Medicare & Medicaid Services (CMS). Our services include data collection, verification of Medicare beneficiary status, and the accurate reporting of Total Payment Obligations to Claimants (TPOC) and Ongoing Responsibility for Medicals (ORM).

2. Real-Time Data Transactions:

- We facilitate real-time transactions through secure data submission channels, ensuring timely reporting in alignment with CMS requirements. Our automated

systems help reduce errors and streamline the reporting process.

3. Query and Response Management:

- Our team monitors responses from CMS regarding reported transactions, promptly addressing any queries or errors identified. We handle all follow-up communications to ensure a smooth information exchange between the City and CMS.

Policy Consultation Services

1. Regulatory Guidance:

- AKCS offers policy consultation services that provide our clients with expert guidance on compliance with Section 111 requirements. Our experienced attorneys and compliance specialists stay informed of the latest regulatory updates and interpret these changes to ensure that our clients are in full compliance.

2. Tailored Compliance Strategies:

- We work closely with clients to develop tailored compliance strategies that are aligned with their organizational goals and risk management objectives. This includes creating comprehensive policy documents that outline best practices for reporting and addressing Medicare-related compliance issues.

3. Training and Education:

- We conduct training sessions and workshops for our clients, focusing on policy development, compliance requirements, and best practices for accurate and compliant reporting. These educational initiatives empower teams to stay informed and proactive in their compliance efforts.

4. Ongoing Support and Consultation:

- Our policy consultation services extend beyond the initial setup; we provide ongoing support to help clients adapt their policies and processes as regulations change or as new challenges emerge in the compliance landscape.

Conclusion

Allan Koba Compliance Solutions provides both transaction and policy consultation services for Section 111 reporting. Our comprehensive approach ensures that clients receive the transactional support needed for accurate and timely reporting, along with the policy guidance necessary to navigate the regulatory environment effectively. We are dedicated to helping the City of San Diego achieve compliance while optimizing its operational efficiency.

1.7 Proposer shall describe the standard reports and ad-hoc capabilities available.

Standard Reports and Ad-Hoc Reporting Capabilities

Allan Koba Compliance Solutions (AKCS) is committed to providing our clients with comprehensive reporting capabilities that enhance transparency and facilitate effective compliance management under Section 111 of the MMSEA. Our reporting functionalities are designed to meet both standard reporting requirements and offer flexibility for ad-hoc reporting as needed. Below is an overview of the standard reports provided and the capabilities for generating ad-hoc reports.

Standard Reporting Capabilities

1. Monthly Compliance Reports:

- We provide detailed monthly compliance reports that outline the status of all submitted claims, including the number of claims reported, any errors encountered, and the resolution status of those claims. These reports ensure that clients remain informed about their compliance standing.

2. Error Rate Reports:

- Our system generates error rate reports that analyze discrepancies identified in the Section 111 reporting process. These reports highlight trends over time, allowing clients to monitor and address issues that may lead to high error rates.

3. **Response Reports from CMS:**

- We compile reports detailing the responses received from CMS regarding submitted claims. These reports include any queries raised by CMS along with our follow-up actions, providing clients with a clear view of their interaction with the regulatory body.

4. **Beneficiary Status Verification Reports:**

- Standard reports on Medicare beneficiary status verifications are available, detailing the verification outcomes for each beneficiary included in the claims submission. This ensures that clients are aware of any beneficiaries who may have discrepancies in their status.

5. **Transaction Summary Reports:**

- We provide transaction summary reports that capture all interactions and transactions related to Section 111 reporting, including submission timestamps, status updates, and any issues encountered during the reporting process.

Ad-Hoc Reporting Capabilities

1. **Custom Report Generation:**

- AKCS offers robust ad-hoc reporting capabilities that allow clients to request custom reports tailored to specific needs. Clients can specify parameters, such as date ranges, beneficiary types, and reporting metrics, enabling them to receive focused insights on their compliance activities.

2. **Data Requests and Analysis:**

- Clients can submit ad-hoc requests for detailed data analysis on specific issues or compliance metrics. Our team is equipped to generate detailed reports that provide insights into trends, performance, and areas for improvement.

3. **Integration with Client Systems:**

- To enhance flexibility, our reporting tools can integrate with clients' existing systems, allowing them to extract data and generate reports directly. This capability streamlines the reporting process and enhances accessibility for clients.

4. **Real-Time Analytics:**

- Clients have access to real-time analytics dashboards that provide immediate visibility into claims status, error rates, and beneficiary verification outcomes. This enables proactive management of compliance issues as they arise.

Conclusion

Allan Koba Compliance Solutions provides a comprehensive suite of standard reports and ad-hoc reporting capabilities designed to meet clients' compliance needs under Section 111. Our commitment to transparency and data accessibility ensures that the City of San Diego can effectively monitor and enhance its compliance activities while addressing any emerging challenges promptly. We look forward to supporting the City with insightful reporting capabilities that empower informed decision-making.

1.8 Proposer shall describe how their process will accurately and timely identify Medicare beneficiaries and what best practices you will provide to the City in doing so.

Process for Accurate and Timely Identification of Medicare Beneficiaries

At Allan Koba Compliance Solutions (AKCS), we recognize that accurately identifying Medicare beneficiaries is critical for compliance with Section 111 reporting requirements. Our comprehensive methodology combines advanced verification processes, technology integration, and best practices to ensure that beneficiaries are identified both accurately and promptly. Below is a detailed description of our processes and recommended best practices.

Process Overview

1. **Initial Data Collection:**

- We begin by collecting comprehensive claimant information, including full names, dates of birth, Social Security numbers, and existing Medicare identifiers

where available. This data is crucial for accurate identification and verification.

2. Integration with CMS Systems:

- AKCS utilizes secure access to the Centers for Medicare & Medicaid Services (CMS) database for real-time verification of Medicare beneficiary status. This direct integration allows for immediate cross-referencing against the latest beneficiary data, reducing the likelihood of errors in reporting.

3. Automated Data Validation:

- Our reporting systems employ automated checks to validate the accuracy of Medicare beneficiary identifiers (MBIs) against established criteria set by CMS. These checks ensure that the data captured during the initial intake meets compliance standards and is up-to-date.

4. Regular Data Updates:

- We maintain continuous access to the CMS database, which allows us to receive regular data updates. This ensures that any changes in beneficiary status (e.g., new enrollments, changes in eligibility) are promptly captured and processed.

5. Manual Reviews and Cross-Verification:

- In addition to automated validation, our compliance specialists conduct manual reviews of beneficiary data flagged for discrepancies. Claims are cross-verified using multiple data points (such as insurance policy numbers and prior claims history) to ensure accuracy.

Best Practices for Identifying Medicare Beneficiaries

1. Comprehensive Data Intake Procedures:

- Establish clear procedures for collecting detailed beneficiary information at the onset. This includes training staff on the importance of gathering complete and accurate data to minimize errors during the verification process.

2. Utilizing Real-Time Verification Tools:

- Implement real-time verification tools that allow for the immediate cross-checking of Medicare status. Providing staff access to these tools enhances their ability to confirm beneficiary information accurately and quickly.

3. Conducting Regular Training Sessions:

- We recommend ongoing training sessions for staff involved in data collection and reporting. Training should include information on the latest CMS guidelines, data entry best practices, and how to identify potential issues early in the process.

4. Implementing a Feedback Loop:

- Establish a feedback loop to continuously monitor the accuracy of beneficiary identifications. This could involve conducting periodic audits of reported claims, reviewing the outcomes of CMS queries, and adjusting processes based on any identified discrepancies.

5. Clarifying Roles and Responsibilities:

- Clearly define roles and responsibilities regarding beneficiary identification and reporting. Ensuring accountability within the team helps maintain a high level of accuracy in data management.

6. Developing Comprehensive Documentation:

- Maintain thorough documentation of processes, verification protocols, and any changes made to data handling strategies. This documentation serves as a reference for staff and can aid in training new team members as well.

7. Proactive Communication with Beneficiaries:

- Encourage open communication with beneficiaries regarding their Medicare status. This includes informing them of any required information or documentation needed for accurate reporting.

Conclusion

Allan Koba Compliance Solutions is dedicated to providing a thorough and effective process for accurately and timely identifying Medicare beneficiaries. By utilizing advanced verification techniques and implementing best practices, we can help the City of San Diego achieve compliance while ensuring that beneficiaries' information is managed accurately. We look forward to supporting the City in its compliance efforts and fostering a successful partnership.

1.9 Proposer shall describe the process and any additional fees applicable if the City changes its claims software.

Process and Additional Fees for Changes in Claims Software

Allan Koba Compliance Solutions (AKCS) understands that changes to the City of San Diego's claims software can impact compliance reporting and overall operations under Section 111 of the MMSEA. To ensure a smooth transition and continued adherence to regulatory requirements, we have established a clear process for managing such changes, along with a transparent fee structure. Below is an overview of our process and any applicable fees associated with software changes.

Process for Managing Changes in Claims Software

1. **Initial Assessment:**
 - Upon notification from the City regarding changes to claims software, our team will conduct an initial assessment to understand the nature of the new software, its functionalities, and how it will impact the existing compliance reporting processes.
2. **Collaboration with IT Teams:**
 - We will collaborate closely with the City's IT department and software vendors to ensure seamless integration with our compliance reporting systems. This collaboration will involve discussions around data mapping, system compatibility, and any required adjustments to data formats.
3. **System Configuration:**
 - AKCS will configure our reporting systems to accommodate the new claims software. This may involve customizing data input templates and ensuring that the reporting mechanisms align with the structure of the new system.
4. **Data Migration and Validation:**
 - We will assist in the migration of existing claims data from the old software to the new platform, ensuring that all necessary data points are accurately transferred. This process includes thorough validation checks to confirm data integrity.
5. **Training and Support:**
 - After the software change, we will provide training for the City's staff on how to utilize the new system effectively in conjunction with our compliance processes. Ongoing support will be offered to address any questions or issues during the transition phase.
6. **Monitoring and Adjustments:**
 - Following the implementation of the new software, AKCS will monitor the compliance reporting outcomes closely. We will make any necessary adjustments to our processes to ensure everything functions correctly and remains compliant with regulatory obligations.

Additional Fees

1. Implementation Fees:

- Should the City change its claims software, there may be implementation fees associated with configuring our systems to align with the new software. These fees will depend on the complexity and scope of the integration process.

2. Training Fees:

- Additional training sessions provided to the City's staff regarding the new claims software and its integration with compliance reporting will not incur training fees. Training is complimentary.

3. Data Migration Fees:

- If extensive data migration and validation are required, we will outline any applicable fees based on the volume of data and the level of effort involved in ensuring accurate migration.

4. Ongoing Support Fees:

- Should the City require extended support during and after the transition period, we can provide those services at an agreed-upon hourly rate or retainer, depending on the needs identified during the transition process.

5. Custom Development Fees:

- If the implementation of the new claims software necessitates custom development or significant modifications to our existing systems, related fees will be discussed and agreed upon prior to commencement.

Conclusion

Allan Koba Compliance Solutions is committed to ensuring a smooth transition if the City of San Diego changes its claims software. Our structured process, combined with transparency regarding any additional fees, ensures that the City can maintain compliance and operational efficiency without disruption. We look forward to supporting the City through this potential transition and helping to facilitate a successful integration with any new systems.

2. Conditional Payments.

2.1 Proposer shall describe solutions for identifying, verifying, and resolving conditional payment obligations.

Solutions for Identifying, Verifying, and Resolving Conditional Payment Obligations

At Allan Koba Compliance Solutions (AKCS), we recognize the importance of accurately identifying, verifying, and resolving conditional payment obligations as part of the compliance process under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act (MMSEA). Our comprehensive approach ensures that our clients can mitigate liability and manage conditional payments effectively. Below are the key solutions we provide in this area:

1. Identifying Conditional Payment Obligations

- **Comprehensive Data Review:**

- Our process begins with a detailed review of case files and claims data to identify instances where a conditional payment may have been made by Medicare. We collect relevant information from multiple sources, including insurance policies, claims submitted, and any existing communications regarding payments.

- **Collaborative Communication:**

- We establish communication with all parties involved in the claims process, including insurers, legal representatives, and Medicare. This collaboration helps to uncover any

conditional payment obligations that may not be immediately evident in the claims data.

- **Automated Tracking Systems:**
 - AKCS employs automated systems that track and flag potential conditional payment situations based on predefined criteria. These systems monitor claim updates, payments made by Medicare, and changes in beneficiary status, allowing for proactive identification of obligations.

2. Verifying Conditional Payment Obligations

- **Access to Medicare Databases:**
 - We utilize secure access to Medicare databases to verify conditional payments associated with specific beneficiaries and claims. This real-time verification is crucial in confirming the nature and amount of any payments made by Medicare.
- **Requesting Conditional Payment Letters (CPLs):**
 - When necessary, we request Conditional Payment Letters (CPLs) from Medicare to confirm the exact amounts and details of conditional payments. This formal documentation provides clarity and serves as a basis for further action.
- **Data Validation:**
 - Once conditional payment obligations are identified, we conduct validation checks to ensure the accuracy of payment details, including verifying the dates, amounts, and related medical services. This step is critical for establishing the legitimacy of the claims.

3. Resolving Conditional Payment Obligations

- **Negotiation with Medicare:**
 - AKCS has experience negotiating with Medicare regarding conditional payments, especially in cases where there may be disputes over the amount due or the validity of the payments. Our knowledgeable team engages directly with Medicare representatives to seek resolution and minimize costs.
- **Liability Determination:**
 - We analyze the claim circumstances to determine the liability for conditional payments. This involves reviewing policy limits, understanding the terms of the Medicare Secondary Payer Act (MSP Act), and establishing the primary payment source.
- **Proper Documentation and Reporting:**
 - We maintain thorough documentation of all communications, agreements, and resolutions related to conditional payments. This information is essential for reporting requirements and provides a clear record of compliance efforts.
- **Finalizing Settlements:**
 - In situations where settlements are reached, we work to ensure that conditional payments are resolved properly, allowing for the appropriate distribution of funds and compliance with all regulatory requirements. We assist clients in drafting settlement agreements that include necessary language regarding conditional payments.

Conclusion

Allan Koba Compliance Solutions is dedicated to providing effective solutions for identifying, verifying, and resolving conditional payment obligations. Our comprehensive approach minimizes liability and enhances compliance efforts, ensuring that clients can navigate the complexities of conditional payments with confidence. We look forward to supporting the City of San Diego in managing these obligations and maintaining regulatory compliance.

2.2 Proposer shall describe services offered to dispute conditional payments. Please describe research process from beginning to end and include lien searches, analysis, and disputes.

Services for Disputing Conditional Payments

Allan Koba Compliance Solutions (AKCS) offers a comprehensive suite of services for disputing Medicare

conditional payments. Our approach is managed by our Vice President of the Conditional Payment and Section 111 Department, supported by a team of Compliance Managers and technicians dedicated to conditional payment work. This structure ensures that we provide efficient and expert services throughout the dispute process.

Research Process for Disputing Conditional Payments

1. Initial Assessment and Assignment:

- Upon receiving conditional payment correspondence, it is assigned to a dedicated member of our Conditional Payment Obligation team. This team member tracks and calendars the case to ensure all payment and appeal deadlines are met.

2. Lien Searches and Medicare Eligibility Verification:

- We conduct thorough Medicare eligibility queries and verifications to confirm the beneficiary's status. This includes obtaining Social Security Verification Statements and performing detailed searches for relevant lien information associated with the claim.

3. Conditional Payment Notifications Review:

- We meticulously review all Conditional Payment Notifications (CPNs) and related documentation to identify the specifics of the conditional payment obligations. This step includes the evaluation of the Payment Summary Form and associated ICD-10 codes to determine their relevance and relatedness to the claim.

4. Dispute Analysis:

- Our team analyzes the conditional payment obligations, assessing the validity of each claim. We evaluate all supporting documentation and consider any discrepancies, preparing to challenge conditional payments that are potentially erroneous or overstated.

5. Interaction with Recovery Contractors:

- AKCS maintains close daily interactions with the Coordination of Benefits Contractor (CRC) and the Benefits Coordination & Recovery Contractor (BCRC). We ensure all requests regarding conditional payments, disputes, and appeals are handled promptly and effectively. This includes escalation to CRC Project Directors and Recovery Managers as necessary for complex cases.

Dispute and Appeal Process

1. Preparation of Dispute Materials:

- Our Compliance Managers prepare well-reasoned correspondence and documentation to support disputes and appeals. This includes providing medical evidence, legal documentation, and argumentation based on our analysis of the conditional payments.

2. Filing Disputes:

- We file disputes with both the CRC and BCRC, ensuring compliance with their unique processes. Our understanding of the nuances between these contractors helps us navigate potential challenges effectively.

3. Legal Expertise and Appeals:

- If a dispute escalates, our licensed attorneys can represent clients at Administrative Law Judge (ALJ) hearings. They are skilled at arguing cases and have been retained as Medicare Conditional Payment experts in various legal proceedings.

4. Negotiation and Resolution:

- For Medicare Advantage Plans and Part D prescriptions, our Conditional Payment Resolution Suite streamlines the process of negotiating and resolving liens. Our dedicated Account Management team communicates directly with beneficiary plans to address potential Medicare Part C/D liens efficiently.

Continuous Monitoring and Support

1. Ongoing Communication:

- We maintain regular communication with relevant stakeholders to ensure compliance with conditional payment policies throughout the lifecycle of a claim.

2. Tracking and Management:

- Our Conditional Payment Resolution C/D Suite enables thorough monitoring, negotiation, and timely resolution of liens, ensuring that we are proactive in addressing any challenges that arise.

3. Relationship Management:

- We leverage our relationships with the U.S. Department of the Treasury and various legal entities to address high-level debt issues and to resolve instances of erroneous referrals. Our bifurcated approach targets both recovery contractors and the Treasury, maximizing the success rate of our interventions.

Conclusion

Allan Koba Compliance Solutions is equipped to manage and dispute conditional payments effectively through a comprehensive process that includes lien searches, detailed analysis, and robust negotiation strategies. With our dedicated team and extensive experience in dealing with complex Medicare regulatory issues, we are your trusted partner for resolving conditional payment obligations efficiently. Contact us today to learn more about how we can assist you with your conditional payment disputes.

2.3 Proposer must describe expertise remanding debt back from the Benefits Coordination and Recovery Center (BCRC), Commercial Repayment Center (CRC) and the United States Department of Treasury (including the Treasury Private Collection Agencies).

Expertise in Remanding Debt from BCRC, CRC, and the U.S. Department of Treasury

Allan Koba Compliance Solutions (AKCS) is proficient in navigating the complexities of debt remand processes with the Benefits Coordination and Recovery Center (BCRC), the Commercial Repayment Center (CRC), and the U.S. Department of Treasury, including interactions with Treasury Private Collection Agencies (PCAs). Our deep expertise in this area allows us to effectively advocate on behalf of our clients, resolving debt-related issues efficiently.

1. Understanding the Debt Recovery Process

a. BCRC and CRC Overview:

- The BCRC and CRC are responsible for managing and recovering conditional payments made by Medicare. Understanding the specific roles of these entities is critical in properly addressing and disputing asserted debts.

b. Treasury Involvement:

- When debts are referred to the U.S. Department of Treasury, particularly through PCAs, it signifies a need for more advanced intervention. Our familiarity with both the initial recovery efforts and the subsequent actions taken by the Treasury allows us to engage strategically at each level.

2. Strategies for Remanding Debt

a. Comprehensive Document Review:

- AKCS begins the remanding process by conducting a thorough review of all related documentation, including Conditional Payment Notifications, Final Demand letters from the BCRC or CRC, and any subsequent communications. This helps to identify inaccuracies or areas that may warrant dispute.

b. Dispute Preparation and Submission:

- Our experienced team prepares well-documented disputes, compiling evidence that supports our client's position regarding the debt. This may include medical records, payment history, and any relevant legal documentation.
- We submit disputes directly to the BCRC or CRC and ensure compliance with their specific submission protocols and timelines.

c. Direct Communication with Recovery Contractors:

- AKCS maintains proactive communication with BCRC and CRC representatives to facilitate dialogue regarding disputed debts. Our established relationships with these entities aid in expediting responses and addressing concerns more efficiently.

3. Navigating U.S. Department of Treasury Processes

a. Managing Treasury Referrals:

- When debts are referred to the U.S. Department of Treasury, our team is adept at

intervening to resolve issues before they escalate. In 2024, AKCS successfully recalled **134 cases** from the DOT, and we have already recalled **48 cases** thus far in 2025. Each of these cases was remanded to the initial review contractor (CRC/BCRC) for reopening and dispute of charges.

b. Engaging with Private Collection Agencies (PCAs):

- Our expertise extends to dealing with PCAs assigned by the Treasury. We negotiate on clients' behalf to settle debts, often working to rescind inappropriate referrals and alleviate undue financial burdens.
- For cases that were paid under protest or where offsets were taken, our diligent efforts have consistently resulted in obtaining reimbursements for our clients.

4. Legal Expertise for Complex Cases

a. Involvement of Legal Counsel:

- For cases that escalate or require more formal defense, our licensed attorneys step in to provide representation. They are well-versed in Medicare compliance and conditional payment obligations, enabling them to argue effectively for our clients' interests.
- Our attorneys have participated in various litigation scenarios and administrative processes, establishing a proven track record in resolving debt disputes favorably.

5. Collaborative Approach to Debt Resolution

a. Cross-Department Collaboration:

- Our Conditional Payment Unit collaborates with other AKCS departments to leverage additional expertise during the debt remanding process. This collaborative environment ensures that we consider all aspects of a case, enhancing our ability to resolve debts effectively.

b. Continuous Monitoring and Follow-Up:

- After disputes are submitted, our team continuously monitors the status and follows up with respective agencies to ensure timely and appropriate handling of all issues. We maintain accurate records of all interactions, which are crucial should further steps be necessary.

Conclusion

Allan Koba Compliance Solutions possesses extensive expertise in managing and remanding debts associated with the BCRC, CRC, and the U.S. Department of Treasury. In 2024, we successfully recalled **134 cases** from the DOT, with **48 recalls** to date in 2025, and we effectively remanded these matters for further review and dispute. Our strategic approach, combined with our ability to navigate the intricacies of Medicare compliance and effective dispute resolution, makes us a trusted partner for clients facing conditional payment debt challenges. We are dedicated to advocating for our clients' best interests and ensuring that any debts asserted are handled appropriately and in compliance with applicable laws and regulations.

2.4 Proposer shall provide their 2024 or 2023 success rate for the following:
Informal disputes with the CRC, formal appeals with the CRC, and formal appeals with the BCRC.

Success Rates for Disputes and Appeals

Allan Koba Compliance Solutions (AKCS) is proud to report our success rates for 2023 and 2024 related to informal disputes and formal appeals with the Commercial Repayment Center (CRC) and the Benefits Coordination and Recovery Center (BCRC). Our commitment to excellence and effective advocacy for our clients is reflected in the following results:

1. Informal Disputes with the CRC

- **Success Rate: 93%**
- In 2024, we successfully resolved 93% of our informal disputes with the CRC. Our proactive approach, which includes thorough documentation and direct communication, has proven effective in achieving favorable outcomes for our clients.

2. Formal Appeals with the CRC

- **Success Rate: 96%**
- For formal appeals submitted to the CRC, AKCS achieved a remarkable success rate of 96% in 2024. This high rate underscores our expertise in preparing comprehensive appeals with compelling medical evidence and legal documentation, effectively advocating for our clients' interests.

3. Formal Appeals with the BCRC

- **Success Rate: 94%**
- Our formal appeals with the BCRC also demonstrated strong results, with a success rate of 94% in 2024. AKCS's in-depth understanding of BCRC processes and requirements, combined with our experienced team, allows us to navigate these appeals successfully.

Conclusion

Allan Koba Compliance Solutions is dedicated to providing outstanding service in managing disputes and appeals related to conditional payments. Our impressive success rates—93% for informal disputes with the CRC, 96% for formal appeals with the CRC, and 94% for formal appeals with the BCRC—reflect our commitment to advocacy and achieving the best possible outcomes for our clients. We continue to strive for excellence in all aspects of our compliance efforts and remain a trusted partner in navigating the complexities of Medicare conditional payment obligations.

2.5 Proposer shall describe the number of appeals / disputes filed in 2024 or 2023 for the following: Workers' Compensation conditional payment recovery actions, Med-Pay, No-Fault conditional payment recovery actions and Liability conditional payment recovery actions.

Number of Appeals and Disputes Filed in 2024

Allan Koba Compliance Solutions (AKCS) has been actively engaged in managing conditional payment recovery actions across different sectors. In 2024, we filed a total of **3,549** appeals and disputes across various categories, as detailed below:

1. Workers' Compensation Conditional Payment Recovery Actions

- **Number of Appeals/Disputes Filed: 2,132**
- In 2024, AKCS successfully filed **2,132 appeals and disputes** related to Workers' Compensation conditional payment recovery actions. Our focused strategies in this area have allowed us to efficiently address and resolve these cases.

2. Med-Pay and No-Fault Conditional Payment Recovery Actions

- **Number of Appeals/Disputes Filed: 376**
- We filed **376 appeals and disputes** for Med-Pay and No-Fault conditional payment recovery actions in 2024. Our efforts in these cases underscore our commitment to maximizing recoveries and minimizing client liability.

3. Liability Conditional Payment Recovery Actions

- **Number of Appeals/Disputes Filed: 1,041**
- In the realm of Liability claims, we registered **1,041 appeals and disputes**. This reflects our proactive approach to managing complex liability cases and our focus on securing favorable outcomes for our clients.

Conclusion

In total, Allan Koba Compliance Solutions filed **3,549 appeals and disputes** in 2024 across Workers' Compensation, Med-Pay and No-Fault, and Liability conditional payment recovery actions. Our comprehensive strategies and dedication to client advocacy enable us to effectively navigate the complexities of each of these categories. We continue to provide expert support in conditional payment recovery to ensure our clients achieve the best possible results.

2.6 Proposer shall describe how many conditional payment appeals they performed at the following levels in calendar year 2023 and 2024: Level 1 appeal, Level 2 Appeal, Level 3 Appeal, Level 4 Appeal and Level 5 Appeal.

Conditional Payment Appeals by Level for 2023 and 2024

Allan Koba Compliance Solutions (AKCS) has consistently engaged in comprehensive appeal processes to advocate for our clients' rights regarding conditional payments. Below is a breakdown of the number of appeals performed at each level for the calendar years 2023 and 2024:

Level 1 Appeals

- **2023: 2,761**
- **2024: 2,132**
- Level 1 appeals represent the initial stage of the appeal process, where AKCS actively engages with the Medicare system to challenge conditional payment determinations.

Level 2 Appeals

- **2023: 1,991**
- **2024: 1,749**
- In Level 2 appeals, further reviews are requested in response to denials or disputes that persist beyond the initial appeal. AKCS continues to provide thorough documentation and argumentation to support our clients' positions.

Level 3 Appeals

- **2023: 31**
- **2024: 42**
- At Level 3, formal hearings may be sought. AKCS recorded a notable increase in Level 3 appeals in 2024, reflecting our strategic efforts to escalate cases when necessary to secure favorable resolutions.

Level 4 Appeals

- **2023: 0**
- **2024: 0**
- No Level 4 appeals were filed in either year. This level typically involves Administrative Law Judge (ALJ) hearings; however, our focus has primarily remained at the lower levels of appeal.

Level 5 Appeals

- **2023: 0**
- **2024: 0**
- Similarly, no Level 5 appeals were pursued in 2023 or 2024. Level 5 typically encompasses appeals to federal court, indicating that our resolution efforts were effectively managed at earlier appeal stages.

Conclusion

In summary, Allan Koba Compliance Solutions demonstrated the following number of conditional payment appeals across different levels:

- **Level 1 Appeals:** 2,761 (2023) and 2,132 (2024)
- **Level 2 Appeals:** 1,991 (2023) and 1,749 (2024)
- **Level 3 Appeals:** 31 (2023) and 42 (2024)
- **Level 4 and 5 Appeals:** 0 for both years

These figures reflect our commitment to diligently pursuing appeals on behalf of our clients while effectively navigating the Medicare conditional payment framework. Our proactive approach continues to yield favorable outcomes, demonstrating our dedication to advocacy and expertise in the field.

2.7 Proposer shall provide level of expertise in negotiating Medicare Advantage and Medicare Part D liens. Include Medicare Advantage Plus (MAP) lien searches based on the PAID Act data.

Expertise in Negotiating Medicare Advantage and Medicare Part D Liens

Allan Koba Compliance Solutions (AKCS) offers a comprehensive program for the resolution of Medicare Part C and D liens. With extensive experience investigating, negotiating, and resolving thousands of Medicare Advantage (Part C) and Medicare Part D liens, AKCS remains at the forefront of national efforts to streamline these processes. Our innovative approach incorporates advanced technology, legal expertise, and effective communication strategies, ensuring timely and effective resolutions.

Key Components of Our Expertise

1. Innovative Software Solutions:

- **KAboodle:** Our proprietary software, KAboodle, contains a robust database that includes California-specific decisions, applicable laws, and contact information for various Part C and D plans. This technology allows us to efficiently manage lien information and facilitates quicker resolutions.

2. Utilization of PAID Act Data:

- AKCS leverages data from the PAID Act to enhance our lien negotiation process. By utilizing Section 111 reporting data, our system automatically triggers necessary actions and communications. This proactive approach ensures that liens are addressed promptly and effectively.

3. Automation of Processes:

- Establishing clear communication with all stakeholders—including Medicare Part C and D plans, primary payers, and beneficiaries—is crucial for lien resolution. AKCS automates communication channels, maintaining transparency throughout the process to ensure all parties are well-informed and engaged in a collaborative effort.

4. Identification and Verification:

- Accurately identifying and verifying the items covered on conditional lien statements is vital. Our team understands that Medicare Part C and D liens can include services not covered by traditional Medicare or related to unrelated conditions. We work closely with Medicare plans to obtain comprehensive documentation, allowing us to clarify liens and facilitate their resolution.

5. Negotiation and Settlement:

- In many cases, successful resolution may involve negotiation with Medicare Part

C and D plans. Our experienced team engages in constructive dialogue aimed at reaching fair settlement agreements, which may include negotiating lien amounts, establishing payment plans, or securing reductions in amounts owed.

6. Compliance with Regulations:

- Ensuring compliance with all regulations governing Medicare Part C and D liens is essential. AKCS boasts a dedicated team of attorneys well-versed in the complexities of these liens. We stay informed on current rules, guidelines, and procedures to mitigate potential complications during the resolution process.

7. Legal Guidance and Advocacy:

- For cases involving complex legal issues or disputes, we provide access to experienced attorneys specializing in Medicare compliance. Our legal experts offer guidance, representation, and advocacy throughout the resolution process, ensuring optimal outcomes for our clients.

Conclusion

Allan Koba Compliance Solutions is committed to addressing and resolving Medicare Part C and D liens efficiently while ensuring compliance with relevant regulations. Our expertise, bolstered by innovative technology and a proactive approach, enables us to navigate the complexities of lien negotiations effectively. By staying active in national discussions and continuously improving our capabilities, we provide high-quality services that meet our clients' needs.

Whether through automated systems or personal outreach, AKCS is dedicated to facilitating timely and favorable resolutions for Medicare Advantage and Medicare Part D liens.

3. Medicare Set-Aside.

3.1 Proposer shall describe their approval rate over the past 12 months.

CMS Approval Rate for Medicare Set Asides (MSAs)

Allan Koba Compliance Solutions (AKCS) is dedicated to providing comprehensive support for Medicare Set Asides (MSAs), ensuring compliance with the Centers for Medicare & Medicaid Services (CMS) guidelines. Over the past 12 months, we have successfully maintained a high approval rate for our CMS submissions related to MSAs.

Approval Rate Overview

- **Approval Rate: 83%**
- During the last year, AKCS has achieved an impressive approval rate of **83%** for CMS submissions related to MSAs. This result reflects our commitment to thorough documentation, detailed analysis, and adherence to regulatory requirements, which are critical factors in securing timely approvals from CMS.

Financial Impact

- **Cost Savings for Clients:**
 - In the past 12 months, we have saved our clients tens of millions of dollars in Medicare Set-Aside exposure. This significant savings underscores our proactive approach in negotiating and determining appropriate MSA amounts, ensuring that our clients are not overburdened by unnecessary expenses.

Exposures and Proactive Communication

- **Identification of Exposures:**
 - AKCS effectively identifies exposures tied to Medicare Set-Asides, with a metric of **99%** for identified exposures. This high level of accuracy ensures that our clients have a clear understanding of any potential liabilities.
- **Client Awareness:**
 - We prioritize transparency by informing our clients of all unallocated exposure costs.

This awareness equips them to navigate any amounts that Medicare may counterpropose, fostering informed decision-making throughout the process.

Factors Contributing to Our Success

1. Thorough Documentation:

- Our team ensures that all submissions are accompanied by comprehensive supporting documentation, including detailed medical records, treatment history, and a well-justified proposal for future medical expenses. This level of detail minimizes the chances of rejection and facilitates quicker approvals.

2. Expert Analysis:

- We employ experienced professionals who specialize in preparing and reviewing MSA submissions. Their expertise enables us to accurately assess the appropriate MSA amounts and verify that all calculations align with CMS guidelines.

3. Proactive Communication with CMS:

- AKCS maintains open lines of communication with CMS, addressing any inquiries and clarifications promptly. This proactive approach helps ensure that our submissions meet CMS's expectations and reduces the likelihood of delays.

4. Continuous Monitoring and Improvement:

- We routinely analyze our submission processes and outcomes to identify areas for improvement. By implementing best practices and incorporating feedback, we strive to enhance our approval rates continuously.

Conclusion

Allan Koba Compliance Solutions has established itself as a trusted partner in the Medicare Set Aside process, achieving an outstanding approval rate of **83%** for CMS submissions over the past 12 months. Our dedication to meticulous documentation, expert analysis, proactive communication, and continuous improvement has resulted in substantial savings for our clients, totaling tens of millions of dollars in Medicare Set-Aside exposure. With a **99%** metric for identified exposures, we prioritize client awareness of unallocated exposure costs to support informed decision-making. We look forward to continuing to deliver high-quality services that meet compliance requirements and achieve favorable outcomes for our clients.

3.2 Proposer shall provide service for rush assignments, rated age verification, social security eligibility verification, and zero allocated Medicare Set-Aside's.

Confirmed. Allan Koba Compliance Solutions provides all of these services. We can complete MSAs in any timeframe, even a few hours, if necessary.

I. TRAINING. Proposer must provide training to the City's staff for any changes in legislation that result in a change of process for Section 111 reporting, Conditional Payments, and Medicare Set-Aside's. Training must also be provided to City of San Diego staff on

navigating any software systems utilized by provider that will be accessed by City staff. Training must be conducted on site or via on-line platform at no charge to the City.

Allan Koba Compliance Solutions will provide these updates and trainings at no cost.

J. COOPERATIVE WORK ENVIRONMENT. Proposer must work closely with the Risk Management and other City staff; daily contact may be necessary during the performance of some of the Core Requirements but is not typical. The Proposer is required to foster a cooperative and responsive work environment with the Risk Management Department and any other City staff.

Allan Koba Compliance Solutions prides itself on close relationships with Risk Management and other City staff. We have a 99% client retention rate over the past 22 years due to our cooperative work environment.

K. ONGOING COORDINATION/STATUS MEETINGS. While much of the work will be conducted with the City via telephone and e-mail, the Proposer must meet in person at City offices with the City's Risk Management Department quarterly, at no additional cost to the City.

Allan Koba Compliance Solutions can meet in person at no additional cost to the City.

L. TRANSPORTATION. Proposer's pricing must be inclusive of all required transportation and travel, including any related fees and charges, at no additional cost to the City (including but not limited to mileage, parking fees, even when parking on City property).

Allan Koba Compliance Solutions' fees are inclusive of any and all travel and related fees and charges.

M. CUSTOMER SERVICE. All levels of the Proposer's personnel must respond to all telephone and e-mail inquiries by the City's Risk Management Department within 24 hours.

Allan Koba Compliance Solutions provides our clients a 24 hour or less response time to any and all phone calls or email inquiries.

N. COOPERATION AND TRANSITION. At the end of this contract, Proposer must cooperate with the City and the incumbent contractor, to accomplish a smooth phase-out and transition of responsibility, including transferring of historical data maintained by Proposer.

Allan Koba Compliance Solutions will cooperate with said transition.

O. QUALIFICATIONS AND EXPERIENCE: The following minimum experience, qualifications and skills are required to meet the requirements of this RFP.

1. Proposer must provide a company or corporate organizational chart and staffing profile that includes Subcontractors, if applicable.

See attached Staffing Profile and Organizational Chart. No subcontractors will be utilized.

2. Proposer must provide resumes of key personnel, including background, knowledge, and experience dealing with similar projects and years of tenure for key personnel who will be assigned and dedicated to the City's account. Years of experience dealing with California Workers' Compensation and Public Liability Insurers, California Self-Administered and/or Self-Insured Employers and/or California Public Agencies must be included. Key personnel must be dedicated to the City's account and *not* be substituted or replaced during the term of the contract without the City's prior written acceptance.

[See attached staffing profile.](#)

3. Proposer must provide the names and contact information, including e-mail addresses, of the key personnel assigned to the City's account.

[See attached staffing profile.](#)

4. Proposer must assign a highly motivated, senior-level Account Manager with a technical background and a proven track record of ensuring the successful implementation and ongoing performance to the City's account. Account Manager must have prior experience in accounts of similar type, size, and scope, and the ability to work independently with people from all organizational levels across multiple agencies. Account Manager must have a minimum of three (3) out of the last five (5) years of experience handling accounts that provide services regarding California Workers' Compensation claims. The City has the right to request a change in the Account Manager, at any time, if unsatisfied.

[Allan Koba Compliance Solutions will assign a dedicated Account Manager to the City of San Diego who will fulfill all requirements and can be changed at the request of the City of San Diego.](#)

5. Proposer must assign to the City's account a senior level IT point of contact available to meet contractual requirements and timeframes.

[Allan Koba Compliance Solutions will assign a senior level IT point of contact who is available to meet contractual requirements and timeframes.](#)

6. Proposer must clearly define what responsibilities the Account Manager and key personnel will be charged with relative to the City's account. Account Manager and all key personnel will work as a coordinated team to handle the City's account.

Responsibilities of the Account Manager and Key Personnel for the City's Account

[At Allan Koba Compliance Solutions \(AKCS\), we understand the importance of dedicated, coordinated account management for our clients, particularly in navigating the complexities of Medicare Secondary Payer \(MSP\) regulations. We are pleased to provide a dedicated Account Manager and key personnel who will work as a cohesive team to handle the City of San Diego's account.](#)

Role of the Account Manager

- **Dedicated Point of Contact:** The Account Manager will serve as a consistent and reliable point of contact for the City, ensuring seamless communication and prompt responses to all inquiries.

- **Customized Concierge Service:** Our attorney-led account management model offers a concierge-style experience, moving away from impersonal sales teams and call centers. This provides personalized attention and a higher level of service tailored to the City's specific needs.

Key Responsibilities of the Team

1. Expert Knowledge and Guidance:

- Our team possesses a superior understanding of Medicare Secondary Payer laws, policies, and trends. This expertise allows us to provide informed guidance and develop effective strategies to manage MSP obligations.

2. Timely Communication:

- We commit to a **24-hour response time** and **24/7 availability**, ensuring that the City receives timely updates and support whenever needed.

3. Day-to-Day Operations:

- The Account Manager will be intimately familiar with the City's policies, team dynamics, and case files, ensuring that they navigate the claims process while adhering to any special handling instructions provided by the City.

4. Trained Industry Professionals:

- Our personnel boast a minimum of seven years of relevant experience in legal, medical, or claims management, ensuring that they bring extensive industry knowledge to every case.

5. Independence and Agility:

- The team is empowered to make decisions independently, allowing for agility and responsiveness in addressing emerging issues and optimizing outcomes.

6. Comprehensive Reporting:

- We will provide detailed and itemized reports of all necessary documents and known exposures, including cost warnings with each Medicare Set-Aside (MSA), enabling informed decision-making.

7. Efficiency in Processing:

- Our average turnaround time for MSAs is within **3-5 business days**, which significantly outpaces traditional vendors and enhances the overall efficiency of the process.

8. Mediation Support:

- AKCS offers mediation services to streamline settlement negotiations, ensuring that MSP issues are addressed promptly. Our attorneys facilitate the preparation of allocations and assist with the resolution of outstanding MSP items during mediation sessions.

Unique Advantages of Working with AKCS

- **Legal Expertise:** Unlike traditional MSP vendors, our model combines operational

efficiency with legal expertise, providing clients with access to top legal talent dedicated to addressing MSP issues.

- **Proactive Policy Development:** We recognize the evolving landscape of MSP regulations and are prepared to assist the City in developing and implementing protective policies and procedures that align with best practices and compliance requirements.
- **Comprehensive MSP Solutions:** AKCS is uniquely positioned to handle litigation, disputes, and appeals, with attorneys leading these efforts to ensure the City's most aggressive arguments are presented effectively.

Conclusion

Allan Koba Compliance Solutions is committed to serving as a valuable partner to the City of San Diego. Our dedicated Account Manager will work closely with your internal MSP team, acting as an extension to provide the necessary support and expertise in managing Medicare Set Aside requirements and obligations. Our goal is to deliver unparalleled service, ensuring that your needs are met with precision and professionalism while securing optimal outcomes for your claims.

7. Account Manager and key personnel must be accessible, at a minimum, by e-mail and local telephone numbers with an area code 619, 858 or 760 or a toll free number, during regular business hours PST 8:00 am and 5:00 pm, excluding City holidays as specified on the City's internet site www.sandiego.gov.

Confirmed. We have leadership located in Southern California and will comply with this obligation.

P. REFERENCES.

1. Proposers shall provide three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. References should include at least one client who is a Self-Insured and Self-Administered government agency. References shall be provided in the **Contractor Standards Pledge of Compliance form**.

2. The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the proposer, and to contact independent consulting firms for additional information about the proposer.

3. **Highly Desirable.** It is highly desirable that references for self-insured agencies are independent of any TPA services connected with Proposer.

Q. **ADDITIONAL INSURANCE.** The following additional insurance requirements shall apply and be provided by Proposer at :

1. **Commercial General Liability.** Insurance Services Office Form CG 00 01 covering

CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and 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.

2. Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

3. Cyber Liability Insurance. Contractor shall provide a copy of all System User software license agreements that they will be requesting the City to execute. In addition to the requirements of the City of San Diego’s General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts Article VII, Contractor shall provide, at its sole cost and expense, evidence of Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which Contractor is engaged with Insured for such length of time as necessary to cover any and all claims.

4. Professional Liability. (Errors and Omissions) Contractor shall obtain Professional Liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a “claims-made” form, Contractor must ensure that the policy retroactive date is before the date of the contract is awarded, that coverage is maintained during the duration of performance of the contract or the contract period (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under this Contract.

R. REPRESENTATIVE. The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this contract.

S. DATA SECURITY.

- 1. Contractor Certification.** The contractor certifies that it will always implement and comply with the most current City of San Diego Data Security Standards. The contractor will immediately notify the City if it undergoes, or has reason to believe that it will undergo, an adverse change resulting in the loss of compliance with the City’s Data Security Standards.
- 2. Notification Requirements.** The contractor shall immediately notify the City’s Chief Information Security Officer of any breach of the City’s Data Security Standards. All notifications and required compliance documents regarding Data Security Standards shall be sent to:

Chief Information Security Officer
1010 2nd Avenue, Suite 500
San Diego, CA 92101

Cybersecurity@sandiego.gov
619-533-4840

3. **Indemnity.** The contractor shall indemnify and hold harmless the City, its officers, and employees from and against any claims, loss, damages, or other harm related to a data security breach or the Contractor's failure to maintain compliance with the City of San Diego data security standards.

T. **POST AWARD KICK-OFF MEETING.** Proposer receiving award under this solicitation shall be required to attend a post award kick-off meeting within 30 thirty calendar days after award of contract to be scheduled by the Contract Administrator or designee. The Contract Administrator or designee shall communicate the date, time, location, and agenda for this meeting to proposer.

SCHEDULE. Proposers must submit their pricing on the following Price Schedule. Using the City's Price Schedule will help ensure consistency in the price evaluation. The Price Schedule must be completed in full and will be deemed incorporated into the Contract. Any deviations from the Price Schedule may be considered non-responsive and the City's Price Schedule or to complete it in full shall be cause for the proposer's proposal to be deemed non-responsive and unacceptable.

The pricing or fees for services as listed on the Price Schedule are the only acceptable and allowable charges to the City.

The quantities provided by the City are not guaranteed. These quantities are listed for the purpose of comparing cost proposals only. The actual quantities may vary due to the needs of the City. Any variations from these estimated quantities does not entitle the proposer to an adjustment in the unit price or to any additional compensation.

Section 111 Mandatory Reporting Services

"Price Extension for Initial Contract Period" = "Estimated Annual Quantity" X "Price Per Transaction for Initial Contract Period"

"Price Extension for 'X' Renewal Option Year" = "Estimated Annual Quantity" X "Price Per Transaction for 'X' Renewal Option Year"

Item	Description	Price Per Transaction for Initial Contract Period (Years 1-3 of Contract)	*Price Extension for Initial Contract Period (Years 1-3 of Contract)	Price per Transaction for 1 st Renewal Option Year (Year 4 of Contract)	**Price Extension for 1 st Renewal Option Year (Year 4 of Contract)	Pricing per Transaction for 2 nd Renewal Option Year (Year 5 of Contract) *	**Price Extension for 2 nd Renewal Option Year (Year 5 of Contract)
	Mandatory Section 111 Reporting Flat Fee (Per Transaction) This service includes Investigating and Reporting Claims to CMS, Ensuring Compliance with all Section 111 Guidelines and Rules, Ensure that Policy and Procedures are Current, and Query Claims Monthly and Review Results	\$100 / Transaction	\$3,000 / Year	\$115 / Transaction	\$3,450 / Year	\$120 / Transaction	\$3,600 / Year
	Section 111 Audit	\$5,000 / Audit	\$5,000 / Year	\$5,750 / Audit	\$5,750 / Year	\$6,000 / Audit	\$6,000 / Year
Section 1, Medicare – Section 111 Mandatory Reporting Services:			\$8,000 / Year		\$9,200 / Year		\$9,600 / Year

2: Medicare – Conditional Payment Services

Definition: "Price Extension for Initial Contract Period" = "Estimated Annual Quantity" X "Price Per Transaction for Initial Contract Period"
 Definition: "Price Extension for 'X' Renewal Option Year" = "Estimated Annual Quantity" X "Price Per Transaction for 'X' Renewal Option Year"

Item Number and Description	Description	Price Per Transaction for Initial Contract Period (Years 1-3 of Contract)	*Price Extension for Initial Contract Period (Years 1-3 of Contract)	Price per Transaction for 1 st Renewal Option Year (Year 4 of Contract)	**Price Extension for 1 st Renewal Option Year (Year 4 of Contract)	Pricing per Transaction for 2 nd Renewal Option Year (Year 5 of Contract) *	**Price Extension 2 nd Renewal Op Year (Year 5 of Contr
	Medicare/Social Security Eligibility Verification	\$50/ Transaction	\$500 _____ / Year	\$52.50 _____ / Transaction	\$525.50 _____ / Year	\$55.00 _____ / Transaction	\$550.00 _____
	Conditional Payment Monitor (Proactive Search when Applicant Identified as Medicare Beneficiary)	\$25 / Transaction	\$250 _____ / Year	\$26.25 _____ / Transaction	\$262.50 _____ / Year	\$27.56 _____ / Transaction	\$275.60 _____
	Workers' Compensation – Bundle Rate (Includes Conditional Payment Verification, Conditional Payment Evaluation, Commercial Repayment Center (CRC) and Benefits Coordination and Recovery Center (BCRC) Disputes/ 1 st Level, Conditional Payment Update and Secure Final Demand/Confirmation of Case Closure)	\$350 / Case CRC No.	\$10,500 _____ / Year	\$370.00 _____ / Case CRC No.	\$11,100.00 _____ / Year	\$390.00 _____ / Case CRC No.	\$11,700 _____
	Workers' Compensation - Department of Treasury (DOT) appeal	\$350 / Case CRC No.	\$3,500.00 _____ / Year	\$370.00 _____ / Case CRC No.	\$3,700.00 _____ / Year	\$390.00 _____ / Case CRC No.	\$3,900.00 _____
	Workers' Compensation - Qualified Independent Contractor (QIC) – 2 nd Level Appeals	\$350 / Case CRC No.	\$1,750.00 _____ / Year	\$370.00 _____ / Case CRC No.	\$1,850.00 _____ / Year	\$390.00 _____ / Case CRC No.	\$1,950.00 _____

Item	Description	Price Per Transaction for Initial Contract Period (Years 1-3 of Contract)	*Price Extension for Initial Contract Period (Years 1-3 of Contract)	Price per Transaction for 1 st Renewal Option Year (Year 4 of Contract)	**Price Extension for 1 st Renewal Option Year (Year 4 of Contract)	Pricing per Transaction for 2 nd Renewal Option Year (Year 5 of Contract) *	**Price Extension for 2 nd Renewal Option Year (Year 5 of Contract)
	Workers' Compensation - Administrative Law Judge (ALJ) Hearing – 3 rd Level Appeals	\$350 / Case CRC No.	\$1,750.00 / Year	\$370.00 / Case CRC No.	\$1,850.00 / Year	\$390.00 / Case CRC No.	\$1,950.00
	Liability - Bundle Rate (Includes Conditional Payment Verification, Conditional Payment Evaluation, Commercial Repayment Center (CRC) and Benefits Coordination and Recovery Center (BCRC) Disputes/ 1st Level, Conditional Payment Update and Secure Final Demand/ Confirmation of Case Closure)Conditional Payment Verification	\$350 / Case CRC No.	\$1,750.00 / Year	\$370.00 / Case CRC No.	\$1,850.00 / Year	\$390.00 / Case CRC No.	\$1,950.00
	Advantage/Prescription Drug Plan/Medicaid Lien/Health Care Lien Services (Research and Payment Resolution)	\$350 / Lien	\$1,750.00 / Year	\$370.00 / Lien	\$1,850.00 / Year	\$390.00 / Lien	\$1,950.00
	Medicaid Lien Services (Research and Payment Resolution)	\$250 / Lien	\$1,250.00 / Year	\$260.00 / Lien	\$1,300.00 / Year	\$270.00 / Lien	\$1,350.00
	Total Section 2, Medicare - Conditional Payment Services:		\$23,000.00 / Year		\$24,288.00 / Year		\$25,575.60

3: Medicare Set-Aside (MSA) Services

ation: "Price Extension for Initial Contract Period" = "Estimated Annual Quantity" X "Price Per Transaction for Initial Contract Period"

tion: "Price Extension for 'X' Renewal Option Year" = "Estimated Annual Quantity" X "Price Per Transaction for 'X' Renewal Option Year"

Estimated Annual Quantity	Description	Price Per Transaction for Initial Contract Period (Years 1-3 of Contract)	*Price Extension for Initial Contract Period (Years 1-3 of Contract)	Price per Transaction for 1 st Renewal Option Year (Year 4 of Contract)	**Price Extension for 1 st Renewal Option Year (Year 4 of Contract)	Pricing per Transaction for 2 nd Renewal Option Year (Year 5 of Contract) *	**Price Extension for 2 nd Renewal Option Year (Year 5 of Contract)
	SSN/DOB Research Services	\$25.00/ Claim	\$125.00 / Year	\$25.00 / Claim	\$125.00 / Year	\$25.00 / Claim	\$125.00
	Workers' Compensation Medicare Set-Aside Review	\$1500/ Referral	\$15,000 / Year	\$1575 / Referral	\$15,750 / Year	\$1,650 / Referral	\$16,500
	Center for Medicare/Medicaid Services (CMS) Submission (settlement and MSA for review/ approval)	\$250/ Referral	\$2,500 / Year	\$260 / Referral	\$2,600 / Year	\$275 / Referral	\$2,750
	Amended Review	\$1000/ Referral	\$5,000 / Year	\$1,050 / Referral	\$5,250 / Year	\$1,550 / Referral	\$7,750
	Zero Allocation	\$550/ Referral	\$2,750 / Year	\$575 / Referral	\$2,875 / Year	\$600 / Referral	\$3,000
	Rated Age Only	\$50/ Referral	\$250.00 / Year	\$51.00 / Referral	\$255 / Year	\$52 / Referral	\$260
	Medicare Cost Projection (MCP)	\$700/ Referral	\$3,500 / Year	\$735 / Referral	\$3,675 / Year	\$770 / Referral	\$3,850
Total Section 3, Medicare Set-Aside (MSA) Services:		\$29,125 / Year		\$30,530 / Year		\$34,235 / Year	
Grand Total Section 1, Section 2 and Section 3:		\$60,125.00 / Year		\$64,018.00 / Year		\$69,410.60 / Year	

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract 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 that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 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.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. 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 City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require 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 City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Medicare Insurer Reporting Service 10090277-25-L

B. BIDDER/PROPOSER INFORMATION:

Charles Taylor General Agency, DBA Allan Koba Compliance Solutions

Legal Name		DBA	
201 Merritt 7, 2nd Floor	Norwalk	CT	06851
Street Address	City	State	Zip
Ciara Koba	585-820-8016		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

N/A

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐ Yes ☒ No No, there has been no name change

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐ Yes ☒ No No, we are not a non-profit

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business? No
☐ Yes ☒ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☒ **Corporation** Date incorporated: 2013 _____ State of incorporation: Texas

List corporation's current officers: President: Christopher Schaffer
Vice Pres: Conor Bagnall
Secretary: Julia Pilliod
Treasurer: Anna Kazmarczyk

Type of corporation: C ☒ Subchapter ☐ S

Is the corporation authorized to do business in California: ☒ Yes If Yes, after what date: 2020

☐ No

Is your firm a publicly traded corporation? ☐ Yes ☒ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? - ☒ NO

If Yes, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture**

Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY: ANSWERS IN RED

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ Yes ☐ No **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ Yes ☐ No **NO**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☐ No **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors? **NO**

☐ Yes ☐ No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm? **No**

☐ Yes ☐ No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: [See bank confirmation letter attachment](#) _____

Point of Contact: _____

Address: _____

Phone Number: _____

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: 3683162 (see attached certificate) Year Issued: 2014

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☒ No No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No NO

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Albertsons Companies

Contact Name and Phone Number: Kelly Webb, Senior Director of National Claims, 925-518-6333_____

Contact Email: Kelly.webb@albertsons.com_____

Address: 147 Manhattan Avenue, Fullerton, CA 92831_____

Contract Date: Around 2017_____

Contract Amount: Private_____

Requirements of Contract: Perform all Medicare Secondary Payer Services and Section 111 Audits_____

Company Name: Chesapeake Employers' Insurance Company (State of Maryland)_____

Contact Name and Phone Number: Katherine Piunti, Director of Claims, 410-494-2374_____

Contact Email: kpiunti@ceiwc.com_____

Address: 8722 Loch Raven Boulevard, Towson, MD 21286-2235_____

Contract Date: Around 2018_____

Contract Amount: Private_____

Requirements of Contract: Perform MSA, Section 111 consulting, and conditional payments._____

Company Name: Costco Wholesale_____

Contact Name and Phone Number: Carolyn Horton, Regional Work Comp Manager, 714-741-7728_____

Contact Email: chorton@costco.com_____

Address: 11000 Garden Grove Blvd, Garden Grove, CA 92843-1206_____

Contract Date: 2008_____

Contract Amount: Private_____

Requirements of Contract: Medicare Set-Asides, Medicare Conditional Payments, Medical Cost Projections.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ Yes ☒ No **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☒ No **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years? **No**

☐ Yes ☒ No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☐ Yes ☒ No **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ Yes ☒ No **No**

Certification # _____

3. Are you certified as any of the following: **No**

a. Disabled Veteran Business Enterprise Certification # _____

b. Woman or Minority Owned Business Enterprise Certification # _____

c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐ Yes ☒ No **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable_____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- ☒ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.


Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Ciara Koba, Principal		<i>Ciara Koba</i>	4/29/25
Name and Title	Signature		Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Ciara Koba

Print Name, Title

Ciara Koba

Signature

4/29/25

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Charles Taylor General Agency DBA Allan Koba Compliance Solutions__

Certified By Ciara Koba

Title Principal

Name

Ciara Koba

Date 4/29/25

Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☒ **Vendor/Supplier** ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Charles Taylor General Agency

ADA/DBA: Allan Koba Compliance Solutions

Address (Corporate Headquarters, where applicable): 301 Merritt 7, 2nd Floor

City: Norwalk County: Fairfield State: CT Zip: 06851

Telephone Number: 585-820-8016 Fax Number: _____

Name of Company CEO: Christopher Schaffer

Address(es), phone and fax number(s) of company facilities located in San Diego County (if **different from above**):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Insurance Services Type of License: _____

The Company has appointed: Kathleen DeLuca

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 301 Merritt 7, 2nd floor, Norwalk, CT 06851 Telephone Number: (203) 240-7537

Fax Number: _____ Email: Kathleen.deluca@charlestaylor.com

- ☐ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Charles Taylor General Agency DBA Allan Koba Compliance Solutions _____
(Firm Name)

Fairfield, CT _____ hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 29 _____ day of April _____, 2025. __

Ciara Koba

(Authorized Signature)

Ciara Koba

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Charles Taylor General Agency DBA Allan Koba Compliance Solutions _____ DATE: 4 / 2 8 / 2 0 2 5 _____

OFFICE(S) or BRANCH(ES): Remote employees _____

COUNTY: Fairfield, CT USA _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	2									2	12		
Professional												4		
A&E, Science, Computer														
Technical											3	2		
Sales													1	
Administrative Support		1									1	6		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														
*Construction laborers and other field employees are not to be included on this page														
Totals Each Column	1	3									6	24		1

Grand Total All Employees
35

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Profit Organizations Only: N/A														
Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT - Page 3NAME OF FIRM: Allan KobaDATE: 4/28/25OFFICE(S) or
BRANCH(ES):remoteCOUNTY
Fairfield,
CT usa

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4 Non Applicable

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	N/A
--------------------	-----

Grand Total All Employees 35

--

I: :: e:y Gender and Ethnicity the Number oi Above Employees Who Arr Disabled: 0

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

¹ One San Diego County (or Most Local County)

Work Force - Mandatory in most cases

² Branch Work Force *

³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native - A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian - A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American - A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White - A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories - Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public
Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community
and Social Service Specialists
Entertainers and Performers, Sports and Related
Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School
Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and
Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching,
and Distributing Workers
Other Education, Training, and Library
Occupations
Other Office and Administrative Support
Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support
Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related
Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective
Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants
and Aides
Other Food Preparation and Serving Related
Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving
Workers
Supervisors, Personal Care and Service
Workers
Transportation, Tourism, and Lodging
Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment
Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair
Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and
Repair Workers
Supervisors, Construction and Extraction
Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Logan Pry

Logan Pry is the Vice President of Medicare Compliance and focuses his expertise in the areas of conditional payment resolution and Section 111 reporting. Logan has a Bachelor of Arts in Biochemistry and Molecular Biology and Philosophy from The College of Wooster. He received his Juris Doctor from the University of Pittsburgh School of Law and has focused his practice and has had experience with California Workers' Compensation and Liability and Medicare Secondary Payer Compliance since 2016. Logan.pry@allankoba.com

Durwin Fuller

Durwin Fuller is the Vice President of Medicare Compliance and focuses his expertise on Workers' Compensation Medicare Set-Asides. Durwin earned his Bachelor of Arts in Political Science and Criminal Justice from Temple. He received his Juris Doctor from the University of Pittsburgh School of Law and has focused his practice on and has had experience with California Workers' Compensation and Liability and Medicare Secondary Payer Compliance since 2013. Durwin.Fuller@allankoba.com

Suzanne Singh

Suzanne Singh is the Vice President of Operations. Suzanne has a Bachelor of Arts in Communication Studies and Psychology. She also earned her Paralegal Certificate from Duquesne University in 2013. Suzanne has worked with Michelle and Ciara since 2013 and has had experience since that time with California Workers' Compensation and Liability and experience with all aspects of Medicare Secondary Payer compliance, administrative operations and management. Suzanne.Singh@allankoba.com

Jeremy Papp

Jeremy Papp is a Compliance Manager and focuses his expertise in the areas of Workers' Compensation Medicare Set-Asides. Jeremy has a Bachelor's Degree in Business. He received his Juris Doctor from the University of Pittsburgh School of Law and has focused his practice on Medicare Secondary Payer Compliance with California Workers' Compensation and Liability and since 2022. Prior to joining Allan Koba, Jeremy handled complex personal injury and product liability litigation. Jeremy.Papp@allankoba.com

Amanda Brake

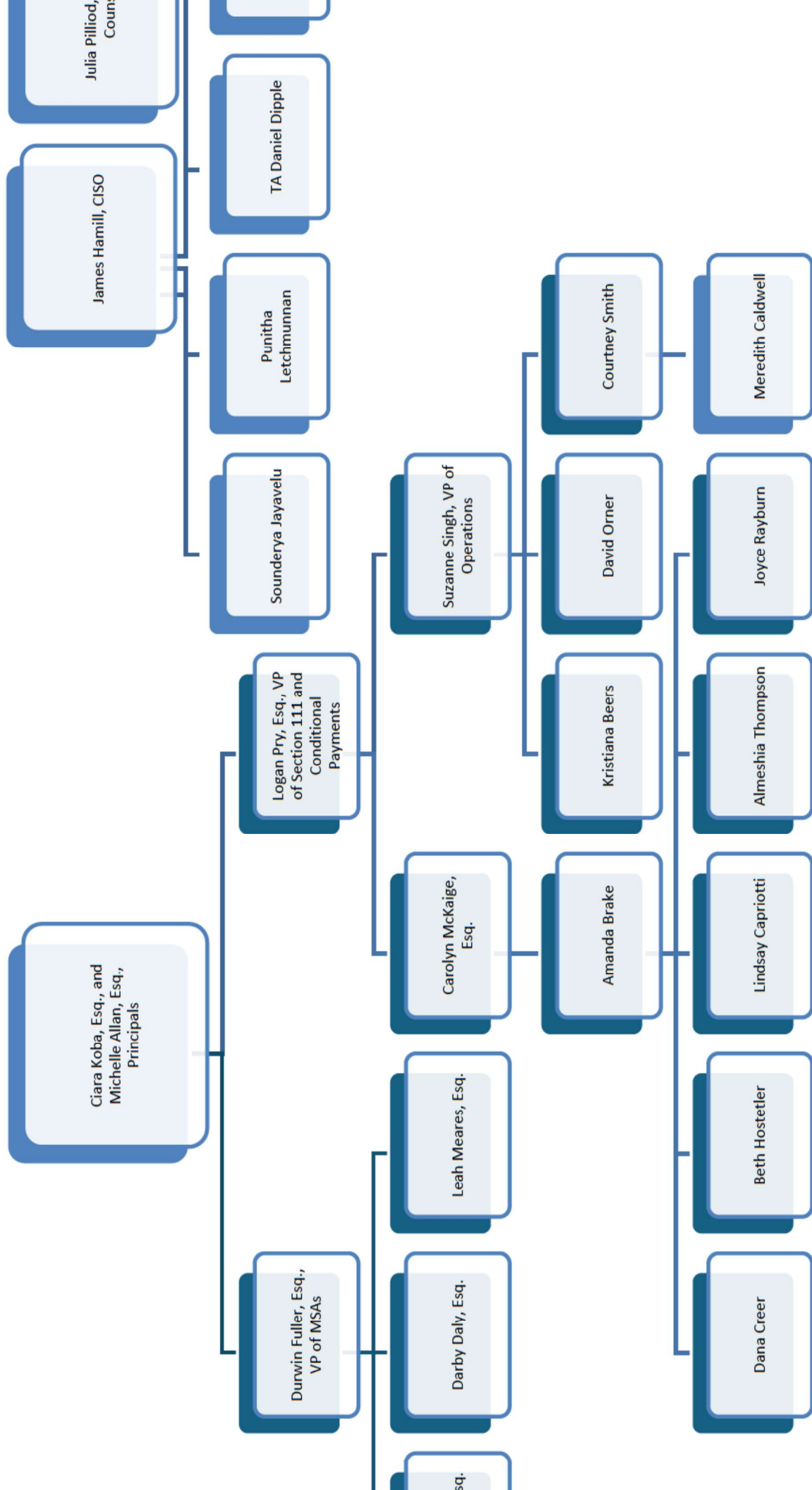
Amanda Brake is a Compliance Manager in the Medicare Conditional Payment Department. She has a Paralegal Certificate from Duquesne University. Amanda has worked with Michelle and Ciara since 2008 and has experience with California Workers' Compensation and Liability since 2008 and in all aspects of Medicare Secondary Payer compliance, conditional payments disputes and appeals. Amanda.Brake@allankoba.com

Joyce Rabourn

Joyce Rabourn is a Compliance Manager in the Medicare Conditional Payment Department. She has a degree from University of Kentucky. Joyce has worked in Medicare Conditional Payment units since 2009, including California WC and liability, and has experience in all aspects of Medicare Secondary Payer compliance, conditional payments disputes and appeals.
Joyce.Rabourn@allankoba.com

Debbie Wilson

Debbie Wilson is the Vice President of Business Development for Allan Koba Compliance Solutions. Debbie is a respected professional with a strong history in the Medicare Secondary Payer space, including positions with Crowe Paradis and Ametros. Debbie is from Southern California and has experience with California Workers' Compensation and Liability since 2004. Debbie is also co-chair of the Membership Committee within the Medicare Secondary Payer Network.
Debbie.Wilson@allankoba.com



Ciara F. Koba

Biography

Ciara F. Koba is a Principal at Allan Koba Compliance Solutions. Allan Koba Compliance Solutions (AKCS) is the premier MSA, Section 111 Audit and Conditional Payment Resolution service provider. AKCS focuses on balancing clients' needs with Medicare Secondary Payer demands in a manner that saves time and money. Our promise is to deliver effective solutions in a prompt, clear and efficient manner.

Ms. Koba is an attorney with significant general and surgical nursing experience and she brings a unique understanding of the healthcare industry to the resolution of Medicare issues.

She focuses on Medicare Secondary Payer Compliance issues that arise in the resolution of workers' compensation, longshore, Jones Act, Federal Employers Liability Act and general liability claims and she has been instrumental in settling tens of thousands of cases nationwide involving Medicare issues. She has had experience with California WC and Liability law since 2010.

Her work includes MMSEA Section 111 Mandatory Insurer Reporting, Medicare Compliance Audits, Medicare Conditional Payment resolution, and the preparation of Medicare Set-Aside Allocations.

Ms. Koba is a recognized national presenter on Medicare Secondary Payer compliance topics and frequently lectures to insurance carriers, self-insured businesses, third-party administrators, law firms and professional industry organizations.

Ms. Koba graduated from Duquesne University School of Law, *cum laude*, in 2011. While there, she founded the university's first Health Law Society and served as its president.

Ms. Koba received a Bachelor of Science in Nursing from Duquesne University in 2006.

Professional Accomplishments

The National Medicare Secondary Payer Network (MSPN)

- Member, Board of Directors, Jan 2015-present
 - Executive Committee Member, 2018 present
 - Secretary, 2018
 - Vice President, 2019
 - President, 2020
 - Past President 2021
 - Co-Chair Conditional Payment and Section 111 Reporting Committee, 2021 - present
 - Co-Chair Communications Committee, 2018 – 2020
 - Board Liaison, Legislative Committee, 2014-2019
 - Board Liaison, Data Development Committee, 2015-2018
-

EMPLOYMENT HISTORY

October 2020 – Present	Principal	Allan Koba Compliance Solutions, LLC
2017 - Present	Owner	MSPro Technologies, LLC
April 2018 – October 2020	Partner	Gordon & Rees LLP, Pittsburgh, PA
July 2012-April 2018	Associate	Burns White LLC, Pittsburgh, PA
October 2011-July 2012	Staff Attorney & CMS Specialist	Medval, Pittsburgh, PA
June 2011-September 2011	Judicial Law Clerk	Beaver County Court, Beaver, PA
August 2010-May 2010	West Student Representative	Thomas Reuters, Pittsburgh, PA
September 2010 - April 2011	Law Clerk	Medval, Pittsburgh, PA
May 2010 – August 2010	Law Clerk	Gibson, McAskill & Crosby, Buffalo, NY
August 2009 – May 2010	Legal Intern	West Penn Allegheny Healthy System, Pittsburgh , PA
Nov 2007 – January 2011	Surgical Nurse	Medina Memorial Hospital, Medina, NY
Nov 2006 – Nov 2007	Operating Room Nurse	Allegheny General Hospital, Pittsburgh, PA
June 2006 – November 2006	Registered Nurse	University of Pittsburgh Medical Center, Pittsburgh, PA
May 2004 – June 2006	Patient Care Technician	University of Pittsburgh Medical Center, Pittsburgh, PA

Education

2008-2001	Juris Doctor, Law, Cum Laude	Duquesne University School of Law
2002 – 2006	Bachelor of Science in Nursing	Duquesne University School of Nursing

Publications and Presentations

- “Medicare’s Interest in the Plaintiff’s Settlement: Medicare Set-Asides” – Society of Settlement Planners 2021 Annual Conference (February 2021)
- “Medicaid Update” – Medicare Secondary Payer Masters Class hosted by RISE (February 2021)
- “MSP: A Year in Review and a Look Ahead” – The National Medicare Secondary Payer Network Webinar (January 2021)
- “Hot Topics: Civil Monetary Penalties and Liability MSAs” – The National Medicare Secondary Payer Network Annual Conference, October 2020

-
- “CMS Fireside Chat” – The National Medicare Secondary Payer Network Annual Conference, October 2020
 - “Medicare Secondary Payer Compliance 2020 Highlight Reel” – The National Medicare Secondary Payer Webinar, September 2020
 - “Civil Money Penalties and Work Comp” – WorkCompCentral Virtual Seminar, July 2020
 - “MSP 2019: Year in Review” - NAMSAP Webinar, January 2020
 - “The Latest on Liability and No-Fault MSAs and Civil Monetary Penalties” – NAMSAP Annual Conference (September 2019)
 - Liability Railroad Conference: MSP Presentation (May 2019)
 - “MSP 2018: Year in Review” – NAMSAP Webinar, January 2019
 - “Coordination of Medicare Benefits and Coverage Denials – The Latest Impact of Section 111 Reporting,” California Workers’ Compensation & Risk Conference, Dana Point, CA, September 2017
 - “Medicare Compliance Updates in Liability Settlements,” The National Association of Railroad Trial Counsel Annual Meeting, Washington, DC, September 2017
 - “Evidence Based Medicine and Non-Submit Programs,” National Alliance of Medicare Set-Aside Professionals MSP Policy Palooza 2017, Baltimore, MD, September 2017
 - “State of the MSP,” National Alliance of Medicare Set-Aside Professionals (NAMSAP) webinar, January 2017
 - “Top 3 Medicare Issues,” California Workers’ Compensation and Risk Conference, Dana Point, CA, October 2016
 - “Divided We Stand – Medicare Advantage Organization Case Law,” NAMSAP, San Antonio, TX, September 2016
 - “Medicare Reporting and the New Players in Medicare Compliance,” California Coalition on Workers’ Compensation 14th Annual Conference Legislative and Educational Forum, Anaheim, CA, July 2016
 - “Best Practices for Conditional Payments,” MSP Master Class, San Diego, CA, June 2016
 - “The New World of ICD-10; It’s All About Identifying the Correct Injury,” MSP Master Class, Orlando, FL, January 2016
 - “MMSEA Section 111 Mandatory Insurer Reporting Compliance Changes,” NBI Nationally Broadcasted Webcast, September 2014
 - “MMSEA Section 111 Mandatory Insurer Reporting Compliance Changes,” NBI Nationally Broadcasted Webcast, November 2013
 - “Beyond MSAs – Medicare Mandatory Insurer Reporting,” Burns White Medicare Compliance Seminar Reception, Pittsburgh, PA, September 2013
 - “Medicare Set-Asides in Personal Injury Litigation,” NBI Settling Your Case & Sleeping at Night CLE, Syracuse, NY, March 2013
 - “Medicare Set-Asides in Personal Injury Litigation,” NBI Settling Your Case & Sleeping at Night CLE, New York, NY, February 2013
 - “Medicare Set-Asides in Personal injury Litigation,” National Business Institute (NBI) Settling Your Case & Sleeping at Night CLE, Buffalo, NY, February 2013



Office of the Secretary of State

CERTIFICATE OF FILING OF

Charles Taylor General Agency, Inc.
File Number: 801813602

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/09/2013

Effective: 07/09/2013



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State

FILED
In the Office of the
Secretary of State of Texas
JUL 09 2013

CERTIFICATE OF FORMATION
OF
CHARLES TAYLOR GENERAL AGENCY, INC. Corporations Section

Pursuant to Section 3.005 of the Texas Business Organization Code, the undersigned, acting as organizer of a corporation under the Texas Business Organization Code, does hereby adopt the following Certificate of Formation for such corporation:

ARTICLE 1.

NAME

The name of the filing entity being formed is **Charles Taylor General Agency, Inc.**

ARTICLE 2.

TYPE OF ENTITY

The type of filing entity being formed is a for-profit corporation.

ARTICLE 3.

PURPOSES

The purpose or purposes for which the corporation is organized include the transaction of any and all lawful business for a for-profit corporation under the Texas Business Organization Code.

ARTICLE 4.

REGISTERED OFFICE

The street address of the corporation's registered office is 350 North St. Paul Street, Suite 2900, Dallas, TX, 75201, and the name of its registered agent at such address is C T Corporation System.

ARTICLE 5.

NUMBER, TYPE AND CLASS OF SHARES

The corporation shall have the authority to issue one thousand (1,000) shares of common stock at one dollar (\$1.00) par value. Each share shall have one (1) vote.

ARTICLE 6.

NUMBER OF DIRECTORS

The corporation is to be managed by a board of directors. The number of directors constituting the initial board of directors shall be one (1). The name and address of the person who is to serve as director until the first annual meeting of shareholders and until a successor is elected and qualifies is:

Joseph G. Roach, III

8144 Walnut Hill Lane, Suite 1600
Dallas, Texas 75231

ARTICLE 7.

BYLAWS

The power to adopt, alter, amend, or repeal the bylaws of the corporation shall be vested in the board of directors, provided, however, such action by the board of directors shall not preclude action by the shareholders of the corporation.

ARTICLE 8.

LIMITED LIABILITY

No director of the corporation will be liable to the corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except as provided by the Code.

ARTICLE 9.

ACTIONS WITHOUT A MEETING

The shareholders of the corporation may take action without holding a meeting, providing notice, or taking a vote if the shareholders of the corporation having at least the minimum number of votes that would be necessary to take the action that is the subject of the consent at a meeting, in which each owner entitled to vote on the action is present and votes, sign a written consent or consents stating the action taken

ARTICLE 10.

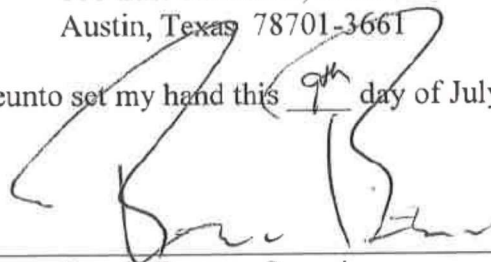
ORGANIZER

The name and address of the organizer is as follows:

Burnie Burner

106 East 6th Street, Suite 300
Austin, Texas 78701-3661

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of July 2013.

A handwritten signature in black ink, appearing to read 'Burnie Burner', is written over a horizontal line.

Burnie Burner, Organizer

S&DC-S/N

Statement and Designation by
Foreign Corporation

3683162

To qualify a corporation from another state or country to transact intrastate business in California, fill out this form, and submit for filing along with:

- A **\$100** filing fee (for a foreign stock corporation) or **\$30** filing fee (for a foreign nonprofit corporation), and
- A certificate of good standing, issued within the last six (6) months by the agency where the corporation was formed. **Note:** If the corporation is a nonprofit, the certificate of good standing also must indicate the corporation is a nonprofit or nonstock corporation.
- A separate, non-refundable **\$15** service fee also must be included, if you **drop off** the completed form.

Important! Corporations in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

FILED *DM*
Secretary of State
State of California

JUN 06 2014

IPC

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

Corporate Name (List the exact name of the corporation, as shown in the certificate of good standing. If the name of the corporation is not available for use in the State of California, the corporation must qualify under an assumed name. E.g., "[list the exact name] which will do business in California as [list the proposed assumed name]." For general corporate name requirements and restrictions in California, go to www.sos.ca.gov/business/be/name-availability.htm.)

① Charles Taylor Insurance General Agency, Inc.

Corporate History

② State or foreign country where this corporation was formed: Texas

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may **not** list your own corporation as the agent. **Do not** list an address if the agent is a 1505 corporation as the address for service of process is already on file.)

③ a. C T Corporation System

Agent's Name

b.

Agent's Street Address (if agent is **not** a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip

CA

The corporation named in Item 1 above irrevocably consents to service of process directed to it upon the agent designated above, and to service of process on the California Secretary of State if that agent or that agent's successor is no longer authorized to act or cannot be found at the address given.

Corporate Addresses

④ a. 8144 Walnut Hill Lane, Ste 1600

Dallas

TX

75231

Street Address of Principal Executive Office - Do not list a P.O. Box

City (no abbreviations)

State

Zip

b.

Street Address of Principal Office in California, if any - Do not list a P.O. Box

City (no abbreviations)

State

Zip

CA

c.

Mailing Address of Principal Executive Office, if different from 4a or 4b

City (no abbreviations)

State

Zip

Read and sign below: This form must be signed by an officer of the foreign corporation.

Sign here *Joseph G. Roach*

Joseph G. Roach

Print your name here

President

Your business title

Make check/money order payable to: **Secretary of State**

By Mail

Drop-Off

Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

Secretary of State
Business Entities, P.O. Box 944260
Sacramento, CA 94244-2600

Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814



3683162

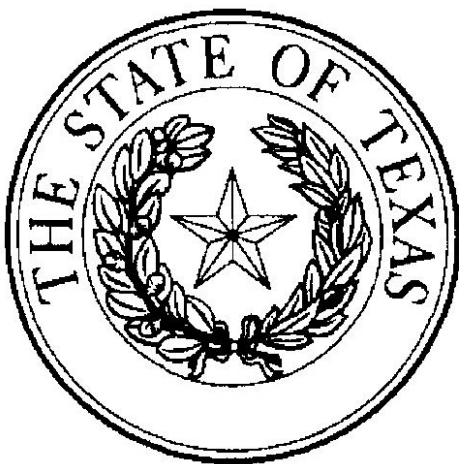
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Charles Taylor General Agency, Inc. (file number 801813602), a Domestic For-Profit Corporation, was filed in this office on July 09, 2013.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 28, 2014.



NANDITA BERRY

Nandita Berry
Secretary of State



Michelle A. Allan

PRINCIPAL
ALLAN KOBÄ COMPLIANCE SOLUTIONS

PRACTICES

- Medicare Secondary Payer Compliance

CONTACT

Pittsburgh

(412) 508-4231

Email

- michelle.allan@allankoba.com

Michelle A. Allan, Esq., CMSP, is a Principal at Allan Koba Compliance Solutions. She was previously a Partner and Co-Chair of the Medicare Secondary Payer practice group at Gordon & Rees. Her career has been exclusive to MSP since 2003. She has had experience with California Workers' Compensation and Liability law since 2003.

She focuses on Medicare Secondary Payer issues arising from all lines of insurance, consulting with a wide array of prestigious clients about how to consider and protect Medicare's interests while also balancing their business' interests.

Michelle has been instrumental in successfully settling tens of thousands of cases nationwide and she has saved her clients tens of millions of dollars in conditional payment reimbursements. She has been in the trenches of mass tort settlement projects, conditional payment audits, complex and catastrophic loss settlement projects, as well as COVID claim settlements.

Michelle is a recognized national presenter on Medicare Secondary Payer issues and frequently speaks at national conferences. She also presents on a day-to-day basis to insurance carriers, self-insured businesses, third-party administrators, law firms, and other professional organizations.

Admissions

- Pennsylvania

Education

- J.D., University of Pittsburgh School of Law, 2002
– Recipient of the Judge David Shahl Memorial Scholarship
- B.A., Indiana University of Pennsylvania, 1996

Honors

- 2011 *Legal Intelligence* "Lawyers on the Fast Track"

Certifications

- Certified Medicare Secondary Payer Professional (CMSP)

Memberships

- Medicare Secondary Payer Network (MSPN) – Platinum Member
 - Executive Committee, President – current; Vice President 2023, Secretary - 2022
 - Membership Committee Co-Chair - current
 - Annual Conference Committee Co-Chair - current
- DRI – Medicare Secondary Payer Task Force
- Past Executive Committee Treasurer and Secretary for MARC Coalition

Publications & Presentations

- “2022 Medicare Secondary Payer Compliance,” Washington Self-Insurance Association, Virtual, March 2022
- “Evaluate the Responsibility of the Defendant for CPs related to Workers’ Compensation,” Medicare Secondary Payer Master Class, Washington, DC, February 2022
- “Understanding Medicare Conditional Payments and How They Impact Your Claims,” Signal Mutual Indemnity Association Annual Conference, Norfolk, VA, October 2021
- “Behind the Scenes: WCRC,” The National Medicare Secondary Payer Network Annual Conference, Virtual, September 2021
- “Differences and Similarities between the Plaintiff and Defense,” Medicare Secondary Payer Conditional Payment Forum, Virtual, July 2021
- “And Still No Federal Regulations for MSAs from CMS,” Medicare Secondary Payer Master Class, Virtual, February 2021
- “Wishlist,” Moderator, National Alliance of Medicare Set-Aside Professionals 2020 Annual Conference, Virtual, October 2020
- “WCRC & Documentation and Evidence,” National Alliance of Medicare Set-Aside Professionals 2020 Annual Conference, Virtual, October 2020
- “Verification of a Claimant’s Medicare Beneficiary Status,” Medicare Secondary Payer Conditional Payment Forum, Virtual, July 2020
- “Liability MSAs and Policies” Medicare Secondary Payer Master Class, Jacksonville, FL, February 2020
- “The CRC Speaks Out – Working Together to Get it Right,” Moderator, National Alliance of Medicare Set-Aside Professionals 2019 Annual Conference, Baltimore, MD, September 2019
- “Data Analytics – the NCCI Report,” “CMS: Section 111,” National Alliance of Medicare Set-Aside Professionals 2018 Annual Conference, Baltimore, MD, September 2018
- “Medicare Secondary Payer – Hot Topics in 2018,” 73rd Annual Workers’ Compensation Educational Conference, Orlando, FL, August 2018
- “CMS: Section 111,” Moderator, National Alliance of Medicare Set-Aside Professionals 2017 Annual Conference, Baltimore, MD, September 2017
- “Examining the Specifics of Workers’ Compensation Medicare Set-Aside Allocations,” Medicare Set-Aside Symposium, Coral Gables, FL, September 2017
- “Rethinking MSP- How Could It Work Better,” 72nd Annual Workers’ Compensation Educational Conference, Orlando, FL, August 2017
- “Medicare Secondary Payer Update: The False Claims Act, Medicare Advantage and Part D,” 72nd Annual Workers’ Compensation Educational Conference, Orlando, FL, August 2017
- “Developing Claims Strategy and Settlement Parameters That Include Medicare Set-Asides,” Signal Maritime Conference, Cleveland, OH, May 2017

- “Setting Up Ethical and Legal Medicare Set-Asides,” Medicare Secondary Payer Master Class, Dallas, TX, January 2017
- “Cost Mitigation and Reducing Workers’ Compensation Medicare Set Aside Exposure,” Medicare Secondary Payer Master Class, Dallas, TX, January 2017
- “@#Allocating.com – The Online World of Allocating,” Moderator, National Alliance of Medicare Set-Aside Professionals 2016 Annual Conference, San Antonio, TX, September 2016
- “Medicare Set-Asides (MSAs) — Advanced Techniques and Strategies for Success,” 71st Annual Workers’ Compensation Educational Conference, Orlando, FL, August 2016
- “Medicare Secondary Payer Update — Medicare Advantage and Part D,” 71st Annual Workers’ Compensation Educational Conference, Orlando, FL, August 2016
- “Complete Compliance for NGHP and Medicare Secondary Payer,” MSP Master Class, San Diego, CA, June 2016
- “Update on NGHP Medicare Secondary Payer Legislation and CMS Mandates,” MSP Master Class, San Diego, CA, June 2016
- “Medicare Secondary Payer Rules, Regulations, and Compliance,” MSP Master Class, Orlando, FL, January 2016
- “MSA Cost Mitigation,” California Workers’ Compensation and Risk Conference, Dana Point, CA, September 2015
- “MSP Update – One Year Later Where is MSP?,” 70th Annual Workers’ Compensation Educational Conference, Orlando, FL, August 2015
- “Current Trends and Issues Relating to MSA/MSP Compliance,” National Shipbuilding Research Program, Norfolk, VA, November 2014
- “A View from the Hill and the Importance of a Unified Voice in Washington from the Secondary Payer Community, Workers’ Compensation Institute,” Orlando, FL, August 2014
- “The Medicare Secondary Payer SUPER Roundtable: Oil and Water Do they Mix? Controversial Perspectives and Viewpoints from the Secondary Payer Stakeholder Community, Workers’ Compensation Institute,” Orlando, FL, August 2014

- “Medicare Set-Aside Update,” California Workers’ Compensation and Risk Conference, Dana Point, California, September 2013
- “Medicare – The Dawn of a New Era?,” Longshore Claims Association, Long Beach, CA, February 2013
- Medicare Set-Aside Panel, California Workers’ Compensation and Risk Conference, Dana Point, California, September 2012
- Medicare Set-Aside Panel, Florida Risk and Insurance Management Society (RIMS) Conference, Naples, FL, August 2012
- “Settlements and Medicare Set-Asides,” Signal Mutual Indemnity Association, Annual Conference, Philadelphia, PA, May 2012
- “Settlements: Get it Right,” West Virginia Workers’ Compensation Educational Conference, May 2011
- North Carolina Association of Defense Attorneys Fall Program, Greensboro, NC, September 2009
- South Carolina Defense Trial Attorneys Association, Asheville, NC, July 2009
- “Medicare’s New Prescription Drug Allocation Guidelines and The Anticipated Impact,” Wickstrom Live Webinar, May 2009
- “Updates in Medicare Compliance,” WorkCompCentral Live Seminar, Los Angeles, March 2009
- North Carolina Association of Defense Attorneys Spring Program, Greensboro, NC, February 2009
- “Navigating Between Managing Workers’ Compensation Claims and Medicare’s Interest,” Northern California Workers’ Compensation Forum, Monterey, CA, May 2008
- “Medicare Compliance,” Defense Trial Counsel of Indiana, Indianapolis, June 2007
- “Medicare in Workers’ Comp Settlements: Critical Insights and Guidelines Regarding Medicare Set-Aside Allocations,” Florida Workers’ Compensation Forum, Orlando, FL, June 2006
- “Medicare Set-Asides,” RIMS/PRIMA annual chapter meeting, Williamsburg, VA, October 2005
- “Third-Party Settlements,” Advanced Issues in Medicare, Medipro Seminars, Orlando, FL, October 2005
- “Medicare Set-Asides: What You Don’t Know May Hurt You,” California Workers’ Compensation Forum, Huntington Beach, CA, October 2005
- “Medicare Compliance,” Montgomery County Bar Association, Montgomery County, PA, April 2005
- “Medicare Set-Asides,” Arkansas Self-Insured Association Conference, Hot Springs, AR, March 2005

April 14th, 2022

CHARLES TAYLOR GENERAL AGENCY INC
ALLAN KOBIA COMPLIANCE SOLUTIONS
64 DANBURY RD STE 200
WILTON CT 06897-4438

Wire and ACH Account Instructions

To Whom It May Concern:

Thank you for contacting us. Your business relationship is our highest priority. Nothing matters more to us than your satisfaction and trust.

This letter serves as confirmation that CHARLES TAYLOR GENERAL AGENCY INC ALLAN KOBIA COMPLIANCE SOLUTIONS has an active account with Citizens Commercial Banking, as of October, 2020. The information below is for processing of wire and Automated Clearing House (ACH).

Supplier's Bank Information

Mailing address:	Citizens Commercial Banking 1 Citizens Drive Riverside, RI, 02915
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Domestic/International Wire Transfer Instructions

Transit Routing Number: <i>(for domestic use)</i>		
SWIFT Code: <i>(for international use)</i>		
Account Number:		
Bank Administrative Contact:		

ACH Instructions

Transit Routing Number:		
Account Number:		
Bank Administrative Contact:		

If you have any questions, please do not hesitate to contact me directly at 1-888-211-4057 x (Monday through Friday, 8:30 a.m. – 5 p.m. ET) or the broader team (Monday through Friday, 7 a.m. – 7 p.m. ET).

Thank you for choosing Citizens.

Sincerely,



Lori Goldschmidt
Officer, Senior Commercial Priority Services Specialist, CPS

Citizens

1 Citizens Dr. Riverside, RI 02915 ROP15-D

O: 1-888-211-4057 ext 8835

F: 1-833-946-1833

Lori.b.goldschmidt@citizensbank.com

citizensbank.com












10090277-25-L-Complete Contract

Final Audit Report

2025-08-27

Created:	2025-08-22
By:	Lisa Hoffmann (lhoffmann@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx4GaFJXneqwuKKCM8Y37AHPo-TuAJTBr

"10090277-25-L-Complete Contract" History

-  Document created by Lisa Hoffmann (lhoffmann@sandiego.gov)
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-  Document emailed to Claudia Abarca (CAbarca@sandiego.gov) for signature
2025-08-22 - 11:12:17 PM GMT
-  Email viewed by Claudia Abarca (CAbarca@sandiego.gov)
2025-08-25 - 11:36:55 PM GMT- IP address: 156.29.3.11
-  Document e-signed by Claudia Abarca (CAbarca@sandiego.gov)
Signature Date: 2025-08-27 - 4:27:17 PM GMT - Time Source: server- IP address: 156.29.3.11
-  Document emailed to bradyt@sandiego.gov for signature
2025-08-27 - 4:27:24 PM GMT
-  Email viewed by bradyt@sandiego.gov
2025-08-27 - 4:29:08 PM GMT- IP address: 156.29.5.191
-  Signer bradyt@sandiego.gov entered name at signing as Thomas J. Brady
2025-08-27 - 4:30:49 PM GMT- IP address: 156.29.5.191
-  Document e-signed by Thomas J. Brady (bradyt@sandiego.gov)
Signature Date: 2025-08-27 - 4:30:51 PM GMT - Time Source: server- IP address: 156.29.5.191
-  Agreement completed.
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