Request for Proposals

Exclusive Operator for Emergency Ambulance Service
Contra Costa County, California

Release Date: 27 February 2015
Proposal Due Date: 21 May 2015
Time: 4:00 PST

Return Location:

Contra Costa County EMS Agency
1340 Arnold Drive, Suite 126
Martinez, CA 94553
Attention: Patricia Frost

REQUEST FOR PROPOSAL

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SECTION I. EMS SYSTEM SUMMARY

A. Overview

Request for Proposals: The County of Contra Costa (County) is a political subdivision of the State of California. State law confers on the county's Local Emergency Medical Services Agency (LEMSA) the authority to designate exclusive operating areas (EOA) and to select its emergency ambulance service providers through a competitive process. (California Health and Safety Code, Section 1797.224). Contra Costa County is conducting this procurement and is seeking a qualified ambulance service provider to deliver these and certain related services in accordance with the expectations set forth in this Request for Proposals (RFP).

Each entity responding to this RFP (Proposer) shall submit a written response (Proposal) setting forth the Proposer's qualifications and plans for meeting or exceeding the performance expectations set forth in this RFP. *Proposals must be organized to address each of the items and in the exact order shown in the "Mandatory Table of Contents for Proposals"* in Appendix 1.

The outcome of this RFP will be the selection of a Proposer (Contractor) with whom the County will execute an exclusive, performance-based agreement (Agreement) for the provision of 1) a ground emergency medical transportation system at a "paramedic Advanced Life Support" (ALS) level of service; and 2) non-emergency interfacility paramedic ALS ambulance transports originating in Contra Costa County. This includes the exclusive right and obligation to (i) respond to all ALS calls originating from 9-1-1 or other telephone numbers and other emergency or urgent medical call requests made through the County PSAPs public safety agencies, and other sources (Emergency Ambulance Requests), (ii) provide care and/or transport patients within the emergency medical services (EMS) system, and (iii) provide care and/or transport other patients requiring ALS ambulance service, when the transports originate in the EOA.

The performance expectations set forth in this RFP and the performance commitments set forth in the selected Proposal will be incorporated in the Agreement as mandatory performance standards.

Policy Goals of the Procurement: The County's overarching goals in the conduct of this procurement process are to: (1) promote public health and safety by preventing the loss of life; (2) minimize the physical pain of patients; (3) reduce the costs associated with catastrophic injury or illness; and (4) ensure good value in return for the investments of the customer and the community.

To achieve these overarching goals, the County is working to promote a quality EMS system that includes the following essential elements:

- Prevention and early recognition
- Bystander action/system access
- Medical Dispatch
- Telephone protocols and pre-arrival instructions
- First responder and ambulance dispatch
- First responder services

- Transport ambulance services
- Exchange of health information among providers
- Integration of healthcare providers to improve survival and recovery
- Direct (on-line) medical control
- Receiving facility interface
- Indirect (off-line) medical control
- Independent monitoring

The County is taking a comprehensive systems approach to the overall EMS system of which ambulance services are one important part. The RFP accordingly identifies geographic and density-based response time zones and calls for the Contractor to meet specified response times within defined timeframes in each of these zones.

This approach also calls for the County to maintain EMS coordination, oversight, and accountability, while allowing the Contractor the flexibility to use its expertise and entrepreneurial talent to manage its day-to-day operations. This model is intended to promote high-quality clinical care, efficiency, economy, reliability, and operational and financial stability.

B. Exclusive Operating Areas (EOAs)

Proposers shall submit a Proposal for the designated Exclusive Operating Area (EOA). The Designated EOA covers most of the territory of Contra Costa County. Not included in the Designated EOA for this procurement are two smaller EOAs covering the territories of the San Ramon Valley and the Moraga-Orinda Fire Protection Districts where paramedic ambulance services are provided by the respective fire districts. (See Map of EOA in Appendix 2)

Proposers must agree to provide the services referred to above for the EOA without any qualification or variation other than as expressly set forth in this RFP.

C. Proposals Must Include Response to Two Service Plans

The LEMSA has determined that the interests of the County can best be met by including two (2) service plans for the provision of emergency medical services within the EOA. These plans are designated Plan A and Plan B.

Plan A includes minor changes in the current system design, performance requirements, and measurement zones. Plan B incorporates more changes as proposed in the March 2014 "EMS Modernization Project Report" (available at http://www.cchealth.org/ems/system-review.php#simpleContained4) to respond to operational, financial, and clinical trends and findings.

Each proposer is required to respond to both of the Plans.

D. Background

The County has historically designated five ambulance zones. Plan A consolidates two of the Zones in East County (D & E) while Plan B consolidates two additional Zones (A & B) in West County. The Zone maps are included in Appendix 3.

The County has established an ambulance ordinance (83-28) that establishes broad standards for the operations, equipment, and personnel of pre-hospital emergency care services. A copy of the ordinance that may be amended is attached hereto in Appendix 4.

Additionally, requirements that are more specific can be found in the County's policies, which are incorporated into the provider agreements. Any successful proposer will be required to have a provider agreement administered by the LEMSA. The County Policies and Procedures can be downloaded at http://www.cchealth.org/ems/policies.php.

The EOA is a mix of urban, rural, and wilderness areas. Table 1 (below) lists the county cities and communities with their population.

Table 1. Contra Costa County Population Centers[1]

Community	Population 2013 estimate U.S. Census	ER Zone (*) Notes Rural Response Area Requirements Included
Richmond	107,571	A
San Pablo	29,685	B
El Cerrito	24,086	B
El Sobrante	12,669	B
Kensington	5,077	B
Pinole	18,902	B
Hercules	24,848	B
Rodeo	8,679	B
Crockett	3,094	B
Port Costa	190	Rural B
Concord	125,880	C
Martinez	37,165	C
Pleasant Hill	34,127	C
Pacheco	3,685	C
Clayton	11,505	C
Clyde	678	C
Walnut Creek	66,900	C
Lafayette	25,053	C
Orinda	18,681	MOFD
Moraga	16,771	MOFD
Canyon	842	MOFD
Alamo	14,570	SRFD
Danville	43,341	SRFD
Diablo	1,158	SRFD
San Ramon	72,313	SRFD
Blackhawk	9,354	SRFD
Antioch	107,100	D
Pittsburg	66,695	D
Bay Point	21,349	D
Oakley	38,194	E
Bethel Island	2,137	Rural E
Knightsen	1,568	Rural E
Brentwood	55,000	E
Discovery Bay	13,352	Rural E
Byron	1,277	Rural E
Unincorporated	70,509	NA
Total	**1,094,205**	

In conducting a competitive process for the provision of emergency ambulance services, Contra Costa County is meeting the mandates of the California EMS Act and the Health and Safety Code, Division 2.5, available at www.emsa.ca.gov.

E. Overview of EMS System

Contra Costa County's LEMSA, as designated by the County Board of Supervisors pursuant to the California EMS Act, is the Contra Costa Health Services Department. The governing body of the LEMSA is the Board of Supervisors and the Chief Executive Officer, or Director, is the County Health Services Director. Day-to-day activities and oversight of the County's EMS system is carried out by the County EMS Agency, which is a division of Contra Costa Health Services. Key positions within the County EMS Agency include the County EMS Director, who oversees County EMS activities, and the

[1] Ibid

County EMS Medical Director, who provides EMS medical oversight pursuant to State law. Both these positions report to the Health Services Director, who is the LEMSA director.

A County ambulance ordinance regulates both emergency and non-emergency ambulance service. Emergency ambulance service is further regulated through exclusive operating agreements in each of the County's three EOAs. First responder services are provided by six fire districts and three municipal fire departments. Most first responder services are provided at the paramedic level in accordance with County first responder agreements. Eight hospitals within the county are licensed to provide Basic Emergency Services and designated as emergency ambulance receiving centers. One of these, John Muir Medical Center in Walnut Creek, is a County-designated Level II Trauma Center. The County also has five designated ST-elevation myocardial infarction (STEMI) receiving centers and six stroke receiving centers. Two air ambulances (CalSTAR and REACH) are based in Contra Costa County.

Requests for assistance to medical emergencies typically are made through the 9-1-1 phone system. These calls are answered at a primary Public Safety Answering Point (PSAP) and, when identified as involving a medical emergency, transferred to one of three County-designated medical communications centers located at San Ramon Valley Fire (serving San Ramon Valley Fire), Richmond Police (serving Richmond and El Cerrito Fire Departments), and Contra Costa County Fire (serving Contra Costa County Fire, East Contra Costa County Fire, Rodeo-Hercules Fire, Pinole Fire, Crockett-Carquinez Fire, and Moraga-Orinda Fire).

Personnel at the medical communications centers identify the caller's needs in accordance with EMS priority dispatch protocols, dispatch and/or request appropriate EMS resources, and provide pre-arrival instructions when appropriate. For the areas covered by this RFP, dispatch information, including the ambulance request, is transferred to the ambulance service from Contra Costa County Fire dispatch or Richmond Police dispatch via the Message Transmission Network (MTN), a direct microwave linkage between the medical communications center and ambulance dispatch computer systems. The ambulance contractor is responsible for establishing and maintaining the necessary hardware and software at the contractor's dispatch center to integrate with the County MTN. The ambulance contractor is also responsible for the actual dispatch of requested ambulance resources (specification is available at http://www.cchealth.org/ems/pdf/mtnspec_v1.5.pdf).

The initial response to a potentially life threatening incident includes both a first response unit and a paramedic-staffed ambulance. Most fire first response is at the paramedic level. Richmond, East Contra Costa County, and Crockett-Carquinez Fire provide first response at the Basic Life Support (BLS) level.

Emergency ambulance service is currently provided by the County's three emergency ambulance contractors, American Medical Response in the areas covered by this RFP covering about 90 percent of the County and by San Ramon Valley Fire and by Moraga-Orinda Fire in their respective districts.

All ambulances responding on emergency calls are required to have one paramedic and one Emergency Medical Technician (EMT) as minimum staffing. Ambulances may be dispatched Code 3

(lights and siren) or Code 2 (immediate response without lights or siren) depending on the priority assigned by the medical communications center.

Currently, the Designated EOA is divided into five (5) Emergency Response Zones (ERZ's) for calculation of ambulance response times and penalties. The zones, shown in Appendix 5, are:

- ERZ A—The City of Richmond
- ERZ B – West County including the Cities of El Cerrito and Pinole Fire Departments, Rodeo-Hercules Fire Protection District, Kensington Fire Protection District, Crockett-Carquinez Fire Protection District, the portion of the Contra Costa County Fire Protection district covering San Pablo, El Sobrante, North Richmond, and surrounding unincorporated areas.
- ERZ C—Central County including the area of Contra Costa County Fire Protection District covering the Cities of Clayton, Concord, Lafayette, Martinez, Pleasant Hill, and Walnut Creek and surrounding unincorporated areas served by Contra Costa County Fire.
- ERZ D—East County including Antioch, Bay Point and Pittsburg and surrounding unincorporated areas served by Contra Costa County Fire.
- ERZ E—Far East County including Oakley and Brentwood and unincorporated areas served by East Contra Costa County Fire Protection District.

Patient treatment and transport are carried out under State laws and regulations, as well as County EMS Agency policies and procedures. These policies may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physician at a designated base hospital to obtain direction in management of the patient. Patients are transported to appropriate receiving facilities. Hospital destination is based upon patient preference and County EMS protocols. Critical patients are normally transported to a nearby emergency department or to a specialty care center (trauma, STEMI, stroke), as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time. Note that County EMS protocols may require transport of certain patients to out-of-county specialty centers or hospital emergency departments. Medical helicopter service is available to transport critical patients when ground ambulance transport time would be excessive and patients meet helicopter transport criteria.

As a part of the STEMI Receiving Center system, the County, in 2011, began implementation of 12-lead EKG transmission from the field to receiving hospital. The ambulance contractor will be responsible for the continued support of this system.

Further information regarding Contra Costa's EMS system can be found in the Contra Costa County Emergency Medical Services Agency's "2013 Annual Program Report" and in the "Emergency Medical Services System Plan" approved by the Emergency Medical Care Committee and adopted by the County Board of Supervisors. Both of these documents are available at the Emergency Medical Services Agency and on the County EMS website at http://cchealth.org/ems/documents.php.

F. Local EMS Agency Responsibilities

It is the LEMSA's responsibility to:

- Select and enter into an Agreement with the Contractor;
- Provide contract administration and management services for the Agreement;
- Monitor the EMS system's performance and compliance with the performance based specifications applicable to the Contractor;
- Commit to the continued collaboration to provide high quality first response service on life-threatening incidents;
- Provide medical direction for the system;
- Develop and modify EMS system protocols and procedures;
- Create and sustain coordinated specialty systems of care e.g. Trauma, STEMI, Stroke, Cardiac Arrest, etc.;
- Contract with base hospitals to provide on-line medical control; and
- Secure or provide, in the event of Contractor's default, an alternative EMS delivery system.

G. Contra Costa EMS System Improvements

Changes and improvements in EMS have occurred during the last 10 years and healthcare has changed considerably as has EMS. Numerous studies have been undertaken to ascertain which practices will produce the best patient outcomes and what actions will have minimal positive impacts. Technology has allowed EMS to improve response times and productivity and to provide data for identifying practices that will deliver positive results for the patients and the system.

In preparation for this RFP, the County conducted a review of current practices in collaboration with system stakeholders. The process identified improvement opportunities in the Contra Costa EMS System. Although it is not the LEMSA's intent or desire to create the most expensive, high-performance EMS system in the country, the LEMSA is committed to ensuring that EMS services are delivered at the comparable level of quality and performance enjoyed by users in other good quality and reliably performing EMS systems.

The LEMSA is pursuing its overall goal to update the local EMS system through incorporating system improvements in this RFP and its resulting Agreement.

Changes to the Contra Costa County EMS system are designed to strategically match emergency ambulance resource to patient need, and improve care to patients without undue financial or operational hardship on the Contractor.

1. Call Transfer and Dispatch

The goal for the EMS system is that all Emergency Ambulance Requests for medical assistance be promptly transferred (within 60 seconds) from the medical communications centers to the Contractor. The goal is also for all calls to be prioritized as to acuity level according to protocols approved by the LEMSA. When appropriate, all callers will receive emergency medical pre-arrival instructions according to protocols approved by the LEMSA.

2. Call Density Response Zones, Response Time Requirements and Non-performance Penalties Established

Call Density Response Zones are defined within the EOA. The requirements are based on an analysis of the historical volume and density of calls, as well as population density and city boundaries. Performance requirements are based on call location and call acuity (Priority 1, 2 or 3) as determined through emergency medical dispatch protocols. The details of the response time requirements are provided in detail in Section IV.C.3.

The Contractor's response time clock begins when the call is time stamped as received by the Contractor's dispatch center.

Response time compliance is to be maintained on 90% of all calls. Failure to perform will result in financial penalties and may cause the replacement of the Contractor as described in Section IV.C.7.

Appendix 6 includes maps indicating the Call Density Response Zones within the EOA.

3. Provider Fatigue

Provider fatigue and the impairment associated with the fatigue pose a significant safety risk for patients, partners, and others in the community. Crewmembers working on ambulances in Contra Costa County shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 36 consecutive hours due to late calls or unscheduled holdovers. A rest period of at least 12 consecutive hours between shifts is required. The only exception will be a County declared disaster.

4. No Subsidy System

The Contra Costa County EMS system operated for years without subsidy to ambulance providers. It is the LEMSA's desire that Contra Costa County emergency ambulance providers will continue to operate within the system without additional subsidy, but the financial and operational trends identified in the "EMS Modernization Report" indicate that the operational status quo may require funding support. Plan A includes the opportunity for quantifying additional funds needed by the Contractor during the term of the Agreement, if necessary. Plan B assumes no subsidy from the County or LEMSA.

H. Relevant Information Regarding Service Areas

The LEMSA makes no representations, promises, or guarantees concerning the actual number of emergency and non-emergency calls or transports, number of patients or distance of transports associated with this procurement. Every effort has been made to provide accurate information, but Proposers will need to use their professional judgment and expertise to develop estimates, economic models and operational plans and proposals.

1. Historical Service Volume

Call volume in the EOA are included in the EMS Agency's annual report and can be downloaded at http://cchealth.org/ems/pdf/annual-report-2013.pdf. Three years of call data including date and time of call, priority of call, longitude/latitude, location, and city are available at the LEMSA website. The location information has been altered to mask actual response locations by randomly adding or subtracting a number between one (1) and four (4) from the numerical portion of the street address. There has been no independent validation of this data and Proposers are encouraged to use their own means to analyze the information to determine response and transport volumes. The LEMSA does not guarantee any number of responses or transports.

2. Current Ambulance Service Rates

Current providers are required to receive approval of rates from the LEMSA and County. The current ambulance service rates are included in Appendix 7.

3. ALS Ground Ambulance Transports Not Originating from 9-1-1

Ground ALS ambulance transports originating within the EOA that are not routed through the Emergency Ambulance Request (9-1-1) system – specifically the ALS interfacility transports staffed with at least one paramedic– are included in the EOA scope of services. These transports were not previously included in the EOA's exclusivity and the quantity, origins, destinations, and time of calls are not available. The Agreement will include such transports, granting the Contractor the exclusive right to provide these services and the Proposers should use their own expertise while conducting their due diligence to quantify the ALS interfacility transports.

4. Payer Mix

The current provider reports the following transport volume and payer mix information in Table 2.

Table 2. Estimated Payer Mix

Payer	Percent of Transports
Medicare & Medicare HMO	42.9%
Medi-Cal & Medi-Cal HMO	26.3%
Insurance	14.4%
Private Pay & Other	16.4%
Total	**100.0%**

Since the payer mix determines potential revenue recovery and anticipated healthcare changes may have a significant impact on the payers, the Agreement will provide that should the Contractor demonstrate to the LEMSA's satisfaction that the insured category is at least three (3) percentage points lower than listed or that the MediCal or self pay category is at least three (3) percentage points higher than identified, the variation will be grounds for a rate adjustment as provided in Section IV.G.3.b. For example, if Medi-Cal transport percentages exceed 29.3% the Contractor can request a rate adjustment.

SECTION II. PROCUREMENT INFORMATION

A. Performance-based Contract

The result of this procurement will be the award of a performance-based contract. The Agreement will require the Contractor to achieve and maintain high levels of performance and reliability. The demonstration of effort, even diligent and well-intended effort, will not suffice to meet the requirements of the Agreement with respect to prescribed performance requirements. Failure to meet specified service standards will result in financial penalties and may lead to termination of the Agreement.

The essential areas where performance must be achieved include:

- Ambulance response times;
- Ambulance equipment and supply requirements;
- Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure;
- Clinical performance consistent with approved medical standards and protocols;
- Management and field supervision;
- On-going training and continuing education;
- Collaboration with other emergency responders and medical personnel;
- Comprehensive quality improvement and compliance activities and results;
- Accurate and timely reporting; and
- Customer and community satisfaction with the services provided.

The Agreement is not a level-of-effort contract. In submitting its Proposal, the Proposer is agreeing to employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement, and other performance results required by the EMS System Specifications.

B. Notice to Proposers

The issuance of this RFP does not commit the LEMSA to accept proposals, complete the selection process, award a contract, or pay any costs incurred in the preparation of a Proposal responding to this RFP. The LEMSA reserves the right to reject all Proposals, reject any Proposal that is not responsive to or conforms to the requirements of this RFP, or to cancel the procurement process at any time.

Submission of a proposal by a Proposer shall constitute an agreement to the provision for public announcement. The LEMSA intends to post the Proposals within twenty-four hours (24) of the public opening.

Submission of a Proposal to this RFP constitutes a complete waiver of any claims whatsoever against the LEMSA or the County that it has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the Proposal to be made publically available.

C. Use of Own Expertise and Judgment

Each Proposer must use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Agreement. As used here, "methods" includes, without limitation, compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organizations strategies and activities.

D. Procurement Time Line

The Procurement Time Line is included in Appendix 8 (the Procurement Time Line). Any changes to the Procurement Time Line will be published on the LEMSA website and organizations requesting the RFP will be notified by the LEMSA.

E. Procurement Process

Administrative support for this process will be provided to the LEMSA by county Health Services Department (HSD).

1. Pre-proposal Process

Questions regarding this RFP should be submitted in writing to:

Patricia Frost,
EMS Director
Contra Costa County EMS Agency
1340 Arnold Drive, Suite 123
Martinez, CA 94553
Facsimile (925) 646-4379
Patricia.Frost@hsd.cccounty.us

Questions or requests for clarification regarding the RFP will be accepted prior to the Proposers' Conference, but no later than 4:00 p.m. on the date specified in the Procurement Time Line (Appendix 8).

2. Mandatory Proposers' Conference

A Proposers' conference will be held on the date identified in the Procurement Time Line (Appendix 8) to allow County staff and consultants to discuss all relevant issues associated with the Request for Proposal and to permit Proposers an opportunity to ask questions. Each Proposer will be limited to not more than four (4) representatives in attendance.

Proposers shall submit, in writing, any questions about the RFP that they would like answered at the Proposers' Conference no later than three (3) working days before the conference. This will allow for a more thorough response.

The Proposers' Conference may be taped and answers to questions will be posted to the LEMSA website following the conference. Oral answers at the conference will not be binding on the LEMSA. Any changes or clarifications to the Request for Proposal made following the Proposers' Conference will be distributed to all potential Proposers who attend the Proposer's Conference and will be posted on the LEMSA website. The Proposers' conference is mandatory.

3. Proposal Submission

Each Proposer must submit one (1) original and ten (10) copies of its Proposal by 4:00 p.m., Pacific Time on the date specified in the Procurement Time Line (the Deadline). A CD-ROM, or other electronic storage device, of the Proposal and attachments in Microsoft Word or PDF format shall accompany each Proposal. Any Proposals received after the deadline will not be considered. Proposals shall remain in effect for a period of one hundred and twenty (120) days after the Deadline. Proposals shall be submitted in a sealed container. The outside of the container and each Proposal shall be labeled "Exclusive Operator for Emergency Ambulance Service Proposal For Contra Costa County, California"and the Proposer's name.

One (1) original and five (5) copies of the required Financial Documents shall be included in the sealed container but placed in a separate, sealed envelope marked with the Proposer's name and labeled "Financial Documents." The Financial Documents are described in Section VI.

Proposals shall be delivered to:

Contra Costa County EMS Agency
1340 Arnold Drive, Suite 126
Martinez, CA 94553
Attention: Patricia Frost

4. Public Proposal Opening

All proposals received prior to the Deadline shall be marked with a proposal number (EMS-1, EMS-2, etc.) and the date and time of receipt and kept unopened and secured in a locked area. Such Proposals shall be publicly opened at 1340 Arnold Drive, Suite 126, Martinez, CA 94553, at the time and date specified in the Procurement Time Line. The RFP number, submission date, general description of service being requested, and name of each Proposer will be recorded and read aloud to the persons present. The contents of the Proposals shall not be reviewed or disclosed at the public opening.

5. Additional Proposer Responsibilities

At any time following the opening of Proposals, the LEMSA may request a Proposer to provide additional information or documentation for clarification of its Proposal. Proposers will also be requested to make a formal oral presentation to the proposal review panel (the Review Panel) and to respond in person to questions from the panel. Such requests must be fulfilled by the Proposer or its Proposal may be rejected.

6. Notice of Intent to Award

The LEMSA will issue a " Notice of Intent to Award." At the time of the issuance of the Notice of Intent to Award, non-winning proposers' right to protest will become ripe, and LEMSA staff will begin the process of placing the contract award on a future agenda of the Board of Supervisors for recommendation. Although the Notice of Intent to Award may tentatively identify a Board of Supervisors meeting date upon which the award recommendation will be considered, such date selection shall not be binding upon the LEMSA or the County. If there are any delays in the procurement timeline, all Proposers will be notified by the LEMSA.

F. Proposal Instructions

1. Proposal Format

Proposals should be concise and directly respond to the required information in this RFP. To facilitate the evaluation process, Proposals shall be limited in size.

The entire Proposal and exhibits shall be contained within two (2) 2-inch, three-ring binders. One binder shall contain the narrative (Proposal Narrative) and the second the exhibits (Proposal Exhibits). Excepted from these restrictions are any information submitted in response to Sections III.A.4 and 5, below.

The Proposal Narrative shall adhere to the following specifications:

- Easily readable font, no smaller than 10 point;
- Line spacing no smaller than 1 ½ lines;
- Single sided page printing;
- Standard 8 ½" by 11" paper;
- Pages must be numbered sequentially; and
- Pages are limited to 250 pages per binder excluding title page, table of contents, and dividers

All attachments and exhibits shall be inserted in the second binder. Each exhibit and attachment shall be labeled and referenced in the narrative.

2. Required Proposal Format

a) Mandatory Table of Contents

The Proposal Narrative shall respond to each topic listed in the Mandatory Table of Contents in the exact sequence that the topics appear in the Mandatory Table of Contents. The Proposal must utilize the stipulated section and heading titles and numbering set forth in the Mandatory Table of Contents. The response to each item must contain all of the information that the Proposer is providing with respect to that topic. The response may incorporate by reference information contained in the Proposal Exhibits, but may not incorporate by reference any information contained in other portions of the Proposal Narrative. With the exception of information appearing in a Proposal Exhibit that is expressly referenced in a

response, information not set forth in the portion of the Proposal Narrative clearly identified as responding to a specific topic on the Mandatory Table of Contents may be disregarded in the rating of the Proposal. Reviewers may disregard information submitted in the Proposal if it is not included in the mandated location defined by the Mandatory Table of Contents.

b) Required Proposal Sections

The Proposal Narrative shall be divided into the following five sections:

Section I	Executive Summary.
Section II	Required Forms as specified in Appendix 9 of this RFP
Section III	Proposer's demonstration of the appropriate credentials and ability to meet the minimum qualifications set forth in Section III of this RFP
Section IV	Proposer's response to the basic performance and operational requirements set forth in Section IV of this RFP (the Core Requirements). Failure to commit to each of the Core Requirements may result in the Proposal being disqualified and deemed unresponsive.
Section V	Proposer's response to the competitive criteria set forth in Section V of this RFP (the Competitive Criteria). The Competitive Criteria will be reviewed, evaluated, and scored in the Proposal review process.

Proposals shall provide all information requested in this RFP in the order that it is requested. Performance standards for emergency ambulance service are identified in multiple sections of this RFP and shall be addressed in the manner stipulated for each standard. Proposers may elect to use reference "exhibits" or "attachments" in the Proposal Narratives to provide additional detail.

G. Proposal Evaluation Process

1. Proposal Review Panel

The Proposal review process shall be managed by the LEMSA through its Consultant. A multi-disciplinary panel of four (4) independent EMS professionals shall be selected by the Consultant with approval of the LEMSA to evaluate and rank Proposals. A fifth member of the Review Panel will be selected by the County and be an independent resident of the County. Meetings of the Review Panel will be closed to the public, with the exception of the "observers" provided for below. The outcome of the deliberations of the Review Panel shall be submitted to the LEMSA. The LEMSA shall review the submission and may consider any and all other pertinent information.

To assure a fair process, members of the Review Panel will be instructed to avoid discussing any Proposal or the RFP process with any Proposer or other individual not present during the evaluation prior to the public announcement of the outcome of the deliberation. Until the outcome of the deliberations of the Review Panel has been submitted to the Health Services Director, Proposers shall avoid any communications regarding Proposals or the RFP process with any member of the Review Panel, observers, Board of Supervisors, LEMSA or County staff outside of the formal procurement

process during the period commencing with the release of the RFP until either the expiration of the protest period or the resolution of any protest that may be filed. The names of the Review Panel members will not be disclosed prior to the RFP submission deadline. If it is determined that a Proposer attempted or had such precluded communications, or otherwise at any time attempted to unduly influence the selection process except in a manner explicitly approved in the RFP, Proposer's Proposal may be disqualified.

The County will invite two (2) local observers (the Observers) to attend the meetings of the Review Panel at which the Proposals will be reviewed and scored. Observers will be provided copies of the Proposals to follow discussions during the review process but will not remove the Proposals from the premises. The Observers will not participate in the discussion or scoring process or act in any way to influence the outcome of the RFP. They will be present to ensure the integrity of the process and to provide information to the public about the rating of Proposals after the process has concluded. Observers shall not have a conflict of interest, shall be able to confirm that they are supportive of an objective and fair competitive procurement, and must agree not to take any action to influence the outcome of the procurement process. Observers shall agree to keep the deliberations of the Review Panel confidential until they have been completed and the Review Panel's scoring results have been forwarded to the Health Services Director.

2. Proposal Review Process

The review of the proposals will determine whether the Proposers meet minimum requirements and qualitifications, verify that the Proposers agree to meet all of the Core Requirements, and score each of the Competitive Criterion resulting in points being assigned to each Proposal.

The detailed proposal evaluation process will encompass three stages.

a) The Review Panel will review the documentation provided in each Proposal to determine if the Proposer meets the Minimum Qualifications. Each criterion will be scored on a pass/fail basis. If the Reviewers identify a Proposal that does not meet Minimum Qualifications, the Proposal or Proposals not meeting all Minimum Qualifications will be referred to the LEMSA. The LEMSA will make a recommendation to the Health Services Director for final determination. Proposals that, in the judgment of the Health Services Director, do not meet the minimum requirements for experience, qualifications, and financial capabilities will be considered unresponsive and disqualified.
b) The Review Panel will then review the documentation in the Proposals related to the Core Requirements. The Proposals must include an affirmative statement agreeing to each Core Requirement without qualification. If any Proposer fails to include affirmative agreement to the Core Requirements or with the minimum requirements listed in Section V (the Minimum Requirements), the Review Panel will refer the nonconforming Proposal or Proposals to the LEMSA. The LEMSA will confer with the Health Services Director and the Health Services Director will make a final determination. If the exceptions to the Core Requirements and Minimum Requirements in the Proposal(s) are deemed material in the sole opinion of the Health Services Director, the Proposal will be

considered unresponsive and disqualified. If the exceptions are not deemed material, the Health Services Director may waive the irregularity and allow the proposal review to continue or may request additional information from the Proposer to resolve the exception.

c) The Review Panel will then evaluate, compare, and score the Competitive Criteria.
d) After completion of the Review Panel's review and scoring of the Proposals, the consultants will calculate the points and combine with the pricing points ALS interfacility transports and will present the results to the LEMSA for consideration.

The responses to the Competitive Criteria set forth in the Proposals shall be reviewed and rated as follows:

- Each member of the Review Panel shall read each Proposal prior to the convening of the panel.
- The Review Panel will convene and be provided with an overview of the review and rating process.
- The information provided to document the Minimum Qualifications will be reviewed and scored as either pass or fail.
- The responses to the Core Requirements and Minimum Requirements will be reviewed to confirm an affirmative and unqualified acceptance of the provisions.
- Each criterion of the Competitive Criteria will be evaluated separately (e.g. Clinical Offerings, Operational Proposals, etc.). After a full discussion is completed for a specific Competitive Criterion, each Review Panel member will complete the individual ranking sheet for that Competitive Criterion using the scoring guidelines set forth below.
- The ranking sheet completed by each reviewer will be collected by the Consultant, who will enter the ratings into the master score sheet that will be used to calculate the total points awarded to each Proposal.
- The scores applicable to pricing will be calculated by the Consultant and combined with the scores resulting from the panel's review.
- Subsequent to the Proposers' presentations to the Review Panel, the Review Panel will reconvene and each Reviewer will be allowed to view and modify any scores awarded to a Proposal if he or she believes that information presented or answers received in response to Review Panel member inquiries would, in the Reviewer's sole opinion, justify a scoring change for specific criteria.
- After the Review Panel has completed the review of all Proposals, the scores of the reviewers will be averaged to determine the total points awarded to each Proposal for the Competitive Criteria.
- The Competitive Criteria will include separate scores for each of the two Plans (A and B) when applicable.
- The results of the Review Panel and the rankings of the Proposals will be combined with the scores derived from the Financial Analysis conducted by a separate, independent organization. The combined scores will be forwarded to the Health Services Director.
- The Health Services Director will, after consideration of the Review Panel rankings and scores and any other relevant factors, make his or her recommendation to the County Board of Supervisors (Board). The Health Services Director shall identify to the Board, as

the tentative awardee, the Proposal receiving the highest score from the Review Panel unless the Health Services Director: (i) identifies a material procedural error in the procurement process; (ii) determines that the procurement process has failed to achieve the LEMSA's goals as set forth in this RFP; or (iii) subsequent investigation of Proposer receiving the highest score reveals material information for the Health Services Director to reasonably conclude that the recommendation would not be in the best interests of Contra Costa County and its residents. . In the event of any such exception, the Health Services Director shall set forth in writing the basis for his or her tentative decision.

- The final decision regarding an award shall rest with the Board.

The consulting firm shall observe and serve as staff to the Review Panel.

3. Method for Competitive Scoring of Price Proposals

Prices for all calls originating from the 9-1-1 system are predetermined and presented in Appendix 10.

Points will be awarded only for the proposed pricing of ALS interfacility transports and based on the following calculation:

ALS non-emergency transports (not originating from 9-1-1)

ALS Non-emergency Base Charge	$___X___
Mileage Charge: multiply the proposed per-mile charge times 12 miles	$___Y___
Oxygen Charge: multiply the proposed oxygen charge times 90 percent	$___Z___
Weighted Charge	$_X+Y+Z_

The proposal with the lowest weighted charge will receive the maximum available score assigned to pricing under the RFP. Other proposals will be scored by multiplying the percentage by which their weighted charge exceeds the lowest proposed weighted charge and subtracting that amount from the maximum available score.

For example, the RFP is structured to allow 50 points for price. If the Weighted Charge for Proposal #1 is $1,000, for Proposal #2 is $1,100, and for Proposal #3 is $1,500. Proposal #1 has the lowest charges, so it receives 50 points for pricing. Proposal #2 exceeds Proposal #1 by 10%, so it receives 45 points for pricing. Proposal #3 exceeds Proposal #1 by 50%, so it receives 25 points for pricing.

4. Independent Financial Analysis

The County has engaged an independent entity to analyze, express an opinion, and provide a supplemental report regarding the financial aspects of Proposals. This will include expressing an opinion on the Proposers' financial strength, pro forma projections (including revenue and expense projections), the ability of the Proposers to identify and fund initial startup costs and the on-going ability of the Proposers to fund losses if projections are underestimated.

The supplemental report containing the financial analysis of the Proposers' submissions will be provided to the Health Services Director for consideration in determining the firm to be notified of the Intent to Award.

The Review Panel will not review or even see the financial documents in order to ensure that the evaluation of the technical and quality aspects of the proposals are not influenced by financial issues.

5. Post-submission Presentation

Proposers will be asked to meet with the Review Panel to present a brief overview of their Proposals and answer questions. The date of the Proposers' presentations is included in the Procurement Timeline.

6. Investigation

Upon completion of Review Panel evaluations, the Consultant may undertake additional investigation to verify claims made by the recommended Proposer during the Proposal evaluation process. Such additional investigation may include, without limitation, site visits, reference checks, financial inquiry, or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

The LEMSA reserves the right to continue its investigation of representations made by a Proposer after contract award and throughout the term of the Agreement. The furnishing of false or misleading information during the procurement process may constitute a major breach of the Agreement even if discovered after contract award.

7. Notification

Proposers will be notified of the status of their Proposal (recommended for selection, not recommended for selection, or disqualified) following completion of the proposal review process. Notification will be by electronic mail to the address listed in the Proposal.

If a Proposal is disqualified, the Proposer will be notified, in writing, of the specific reason that caused the disqualification.

At the completion of the Review Panel's evaluation process and the Health Services Director's receipt and consideration of the panel's deliberations and the supplemental financial analysis report, the Health Services Director will issue a Notice of Intent to Award.

8. Debriefing

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Proposer for the purpose of receiving information concerning the evaluation of the Proposer's submission. The request must be in writing, dated, signed either by the Proposer or a legally authorized individual on behalf of the Proposer and be received by the County's EMS Agency

at 1340 Arnold Drive, Suite 126, Martinez, CA 94553, within three (3) working days following the County's issuance of the "Notice of Intent to Award". Each requesting Proposer will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Review Panel determinations of the company's submitted proposal as it relates to the evaluation criteria as stated herein. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria.

9. Protest

Within fourteen (14) calendar days following issuance of the Notice of Intent to Award, non-successful Proposers shall have the right to file a protest (the Protest). A Proposer filing a Protest (Protester) must follow the procedures set forth herein. Protests that do not follow these procedures shall not be considered. Notwithstanding any other protest or appeal procedures, the protest procedures herein constitute the sole administrative remedy available to the Protesters under this RFP. Only entities which were non-successful Proposers shall have standing to file Protests. Any Protest not filed and received by the Health Services Director within the fourteen (14) day period shall be conclusively deemed waived.

a) Filing a Protest

The Protest of the Notice of Intent to Award must be in writing. The written Protest must be hand delivered, electronically transmitted, or mailed to:

Contra Costa County EMS Agency
Patricia Frost, EMS Director
1340 Arnold Drive, Suite 126
Martinez, CA 94553
Facsimile (925) 646-4379
Patricia.Frost@hsd.cccounty.us

Protests will be considered filed when they have been received at the above address. Upon the filing of any protest, the full contents of the protest will promptly be made available to all proposers by LEMSA staff.

b) Contents of Protest

The written Protest must contain the following information: 1) the name, street address, electronic mail address, and telephone and facsimile number of the Protester; 2) signature of the Protester or its authorized representative; 3) grounds for the Protest; 4) copies of any relevant documents; 5) the form of relief requested; and 6) the method by which the Protester would like to receive the initial written Protest decision. The written Protest must clearly state the grounds for the Protest. Protests should be concise and logically arranged.

c) Grounds for Protest

Protests shall be based only on the following grounds: The Protester believes that its proposal should have been selected had the LEMSA followed the procedures and adhered to requirements set forth in the RFP.

d) Protest Resolution Process

(1) Informal Meeting with Health Services Director

The initial review of any protest will be conducted by the Health Services Director. Upon receipt of the Protest, the Health Services Director will schedule, at the earliest possible convenience, meeting(s) between the Protester and appropriate county staff to clarify the issues and/or attempt to seek informal resolution. The Health Services Director will notify the protesting party and all Proposers of his or her decision in writing.

(2) Appeal of Health Services Director's Decision

The Protestor may request a review of the Health Services Director's decision by submitting a written notice of appeal to the Health Services Director, or his designee, no later than five (5) business days after the date of the written decision. Within five (5) business days after the Health Services Director receives the Protestor's request for review he will forward the notice of appeal and written protest to the Office of the County Administrator for review and final decision. The County Administrator will base his decision on the information contained in the original written protest and the written decision of the Health Services Director, but he may request additional information from the Protestor, the LEMSA, the Health Services Director, or others, for clarification if he deems it appropriate to do so. The decision of the County Administrator on the merits and remedies, if any, is final

(3) Stay of Procurement Action during a Protest

A final award shall not be made while a Protest is pending. However, LEMSA staff may otherwise proceed with developing the contract provided for in this RFP; subject to the resolution of any Protest. Once the County Administrator has issued his/her decision on the Protest, if the Protest is denied the procurement process may proceed as though no Protest was filed. In addition, in the event that a Protest substantially delays this procurement process, the LEMSA may, in its discretion, engage in contracting activities for interim ambulance service until the procurement process can move forward and a permanent Agreement can become effective.

10. Withdrawal of Proposals

Once submitted, Proposals may be withdrawn by the Proposer at any time prior to the Deadline by written notice to the LEMSA.

11. Canceling the Procurement Process after Opening

The LEMSA may, in its discretion, cancel this procurement process at any time up to the formal approval and execution of the Agreement. In the event the LEMSA cancels the procurement, it shall set forth the reasons in writing why the public interest is best promoted by such cancellation.

12. Award

The decision on contract award will be made by the Contra Costa County Board of Supervisors following the recommendation from the Health Services Director. If for any reason the selected

Proposer is unable to enter into the Agreement in a timely manner in accordance with the time interval identified in the Procurement Time Line for contract negotiation, the Health Services Director, upon direction from the Board, may proceed toward selection of an alternate Proposal, cancel the process, or otherwise proceed as may be required in the public interest and consistent with applicable law. However, the above action does not eliminate the fact that if the initial awarded party is in breach of the contract, the County is entitled to seek any and all damages for such breach, including loss of time, cost of resources and attorney fees.

13. Scoring Criteria

The goal of this procurement is to select the Contractor based on clinical and operational quality of service, while also containing service costs to the public and ensuring financial stability. To achieve this end, the Proposals will be scored on three categories; first, Competitive Criteria, which are designed to objectively identify Proposals that will provide for higher service quality and cost effectiveness. Second, Proposals will be scored based on the service charges to be imposed by the Proposer for the ALS interfacility transports. In addition, the financial strength of the Proposer and the reasonableness of its financial projections will be considered independently.

Since this process is focused on a comparison of the Proposers' responses to the Competitive Criteria, the review and scoring of the proposals will be based on comparing responses of Proposers to each of the criterion. Each criterion will be allocated a specific number of maximum available points.

During the deliberations of the Review Panel, minimum requirements for each of the Competitive Criterion will be described to the reviewers and the reviewers will then discuss the item and any offerings that have been presented to exceed minimum requirements. Once the discussion is completed, each Reviewer will independently evaluate the criterion and mark the rating sheet in the applicable category described below.

The points awarded for the criterion will be based on the reviewer's opinion of each proposal's commitment to the relevant item being reviewed. Five potential ratings will be available for the reviewer. They are:

Table 3. Scoring Allocation

Rating	Poor	Adequate	Good	Very Good	Excellent
Percentage of total points for criterion	0%	25%	50%	75%	100%

Each of the Competitive Criteria stipulates minimum requirements that must be addressed and accepted by the Proposers. Failure to address and commit to the minimum requirements may result in the disqualification of the Proposal as being unresponsive. No points will be awarded to the Proposal that offers to only meet the minimum requirements. Points are awarded only to Proposals that exceed minimum requirements for a specific criterion.

14. RFP Governed by Its Terms

This RFP shall be conducted in accordance with the terms set forth within it. It shall be construed in a manner consistent with applicable law and rules including, but not limited to, the California State Emergency Medical Services Act, Contra Costa County Ordinances, and published procurement guidelines of the California State EMS Authority. Such authorities may be consulted for the resolution of ambiguities and to provide terms not expressly provided herein.

H. Scoring Matrix

The Competitive Criteria are organized in Section V into categories. The maximum points available for each category of Competitive Criteria are set forth below.

Table 4. Proposal Review Scoring Allocations

	Category Title	Total Points
1	Credentials and Qualifications	Pass/Fail
2	Core Requirements	Agree/Exception
3	Competitive Criteria-Minimum Requirements	Agree/Exception
4	Competitive Criteria-Commitment to Clinical Quality	300
5	Competitive Criteria-Operations Management	300
6	Competitive Criteria-Commitment to Employees	250
7	Competitive Criteria-Management and Administration	175
8	Competitive Criteria-Commitment to EMS System and Community	300
9	Competitive Criteria-Healthcare Integration	250
10	ALS Interfacility Pricing	75
11	Financial Qualifications	Pass/Fail
12	Financial Strength and Projections	Acceptable/Not Acceptable
	TOTAL POSSIBLE POINTS	**1,650**

SECTION III. MINIMUM QUALIFICATIONS

A. Organizational Disclosures

The Proposer must be a single legally established entity, but there are no preclusions of multiple organizations forming an entity to respond to this RFP. If such a "joint venture" is proposing on this RFP, questions regarding experience, organizational structure, financial strength, and other items in this RFP must be answered for each member of the "joint venture." The Proposer must provide the following information about its organization, experience, litigation, licenses, investigations, and other items:

1. Organizational ownership and legal structure

The Proposer shall describe its legal structure including type of organization, its date, and state of formation.

2. Continuity of business

The Proposer shall provide the organization's background and number of years under present business name, as well as prior business names.

3. Licenses and permits

The Proposer shall provide copies of business or professional licenses, permits or certificates required by the nature of the contract work to be performed. If Proposer does not have a local operation, examples of state licenses, and local permits for other operational locations may be submitted to fulfill this requirement.

4. Government investigations

The Proposer shall provide a listing of all federal, state, or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the Proposer's organization and any parent or affiliated organization within the last three (3) years. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC FORMAT SUCH AS COMPACT DISK OR USB DRIVE and will not count against the limits on Proposal length set forth in Section II.F.2.

Proposer must provide documentation that it has resolved all issues arising from government investigations including any continued obligations of the Proposer or describe status and expected outcome of open investigations.

5. Litigation

The Proposer shall provide a listing of all resolved or ongoing litigation involving the Proposer's organization including resolution or status for the last five (5) years. This listing shall include litigation brought against the Proposer's organization or affiliated organization and any litigation initiated by the Proposer's organization or affiliated organization against any governmental entity or competing ambulance service. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC

FORMAT SUCH AS COMPACT DISK OR USB DRIVE and will not count against the limits on Proposal length set forth in Section II.F.2.

Proposer must provide documentation that it has resolved all issues arising from litigation or describe status of open litigation.

B. Experience as Sole Provider

The Proposer must demonstrate its experience as a sole provider of paramedic emergency ambulance services for a specified area comparable in size and population to the Exclusive Operating Area defined in this RFP. A population greater than 300,000 in a service area is acceptable as a comparable service area. Documentation shall include:

1. Demonstrate Capability in Lieu of Experience

If the Proposer does not have direct comparable experience in being the sole provider of paramedic emergency ambulance service, the Proposer must document in detail how it intends to fulfill its obligations specified in this RFP. This may be done by providing a comprehensive deployment plan identifying the ambulance locations, unit-hour distribution, and procedures for redeploying resources based on demand. Alternatively, the Proposer may delineate personnel who have such experience and that these individuals will be actively and directly involved in the delivery of services in the EOA.

2. Comparable experience

The Proposer must document the areas in which it has provided comparable services (as described above) in the past five (5) years, the locations of these services, population, description of services and a jurisdictional contact. This documentation shall include a letter from a government official confirming the ability to provide exclusive emergency paramedic ALS ambulance service and the length of time such services have been provided. Proposer shall document that it currently provides comparable services for a minimum of three (3) consecutive years. Letters and documentation of sole provider status are limited to three jurisdictions.

3. Government contracts

The Proposer shall provide a list of exclusive service area emergency ambulance service contracts completed or ongoing during the last five (5) years including the term or date of termination of the agreement, the services provided, the dollar amount of the agreement and the contracting entity.

4. Contract Compliance

The Proposer shall detail any occurrence of its failure or refusal to complete a contract with a governmental entity for which the Proposer was providing emergency ambulance services. This shall specifically state whether the Proposer or affiliated organization was found in material breach of the contract and the reasons why the contract was terminated. If the Proposer has been found in material breach of a governmental contract or if the Proposer “walked away” from its obligations

under a governmental contract within the last five (5) years, the Proposal may be rejected as not complying with Minimum Qualifications.

C. Demonstrated Response Time Performance

The Proposer must provide documentation of its demonstrated ability to meet response time requirements similar to those required in this RFP.

Documentation may include reports provided to government oversight entities and letters confirming compliance with mandated response times. Internal reports with adequate supporting documentation of the methodology used to create the reports may also be submitted.

If the Proposing organization does not have mandated response times in its exclusive emergency ambulance service area, the Proposer must submit adequate documentation of plans, procedures, and deployment strategies to demonstrate the organization has the knowledge and expertise to comply with mandated response times.

D. Demonstrated High Level Clinical Care

The Proposer must provide documentation of its demonstrated ability to provide high-level clinical care.

Documentation may include descriptions of clinical sophistication and high levels of performance in systems in which it operates. The organization should describe how it ensures consistent, high-quality clinical care and how it is able to verify and document its clinical competency and performance improvement activities. This should include clinical protocol compliance, skills verification, training methodology and minimum commitments per provider including systematic assessment of EMS core performance metrics and clinical guidelines as defined by the Local EMS Agency[2], California EMS Authority[3] and National Association of EMS Officials.[4].

[2] http://cchealth.org/ems/quality.php
[3] http://www.emsa.ca.gov/CEMSIS
[4] http://www.nasemso.org/

SECTION IV. CORE REQUIREMENTS

A. Two Service Plans are to be Addressed

This RFP includes two separate Service Plans – Plan A and Plan B. Plan A includes minimal changes to the current EMS System and Plan B incorporates most of the recommendations found in the EMS Modernization Report. The separate requirements of the Service Plans are noted in this Section, Core Requirements, and in the Competitive Criteria, and in the Pricing and Financial sections.

The Proposer must respond to and complete all attestations and requirements for each Plan. The County will make the determination of which Plan will be used by the EMS System after the selection of the highest scoring Proposal.

Each of the elements of the separate Plans are highlighted by using differing font colors in this document to facilitate the Proposers' responses.

- **Plan A will be highlighted in "PURPLE"**
- **Plan B will be highlighted in "GREEN"**

B. Contractor's Functional Responsibilities

Contractor shall provide all emergency ambulance services originating in the EOA. Emergency Ambulance Services are defined as all requests for an immediate paramedic ambulance response from 9-1-1, radio communications, other phone numbers, observation, or any other source within the EOA. Such Emergency Ambulance Services shall be provided in accordance with the requirements of State Health and Safety Code Sections 1797 et seq., Division 48 and of the Contra Costa County Ordinance 83-28, and all regulations promulgated there under including any amendments or revisions thereof. In performing services under the Agreement, Contractor shall work cooperatively with the LEMSA and its EMS Director as the contract administrator (Contract Administrator). All references to the Contract Administrator herein shall be construed to also include the EMS Director and/or any other LEMSA employee or representative that the EMS Director may designate.

1. Basic Services

In consideration of the LEMSA's referral to Contractor of Ambulance Service requests originating in the EOA, Contractor shall perform the following services to the complete satisfaction of LEMSA:

a) Contractor shall provide continuous, around-the-clock, emergency ambulance services, without interruption throughout the term of the Agreement.
b) Contractor shall provide emergency ambulance services without regard to any illegally discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
c) The Proposal will be retained and incorporated into the Agreement by reference, except that in the case of any conflicting provisions, the provisions contained in the Agreement shall prevail.

d) Contractor shall participate in pilot or research programs that the EMS Medical Director (defined below) and Contract Administrator may authorize from time to time. The Contract Administrator may waive standards contained in the Agreement in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the EMS Medical Director. Contractor agrees that Contractor's participation in the pilot projects shall entail no additional cost to the County or the LEMSA. Contractor further agrees that Contractor's services provided under pilot projects shall be in addition to the other services described in the Agreement.

2. Services Description

Contractor shall be responsible for furnishing all emergency ambulance services for all residents and other persons physically present in the EOA. Such emergency ambulance services shall be provided at the paramedic level.

Contractor shall be the sole ground ambulance organization authorized by the LEMSA in the awarded service area covered under this RFP to provide Emergency Ambulance Services and ALS interfacility ambulance services. All requests for EMS originating in the EOA and processed through the County designated medical communication centers will be referred to Contractor or its subcontractor, as provided herein. Contractor may subcontract services only as provided herein and with the prior written approval of the LEMSA director.

C. Clinical

1. Clinical Overview

The LEMSA's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. The following system specifications are drawn from applicable reference sources and are generally consistent with the direction provided in the National Highway Traffic Safety document, The *EMS Agenda for the Future*, and the core recommendations of the *Institute for Medicine report on EMS: Emergency Medical Services: At the Crossroads,*[5] and the ACEP *Stategy for a National EMS Culture of Safety*[6]*.*

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced and disease is identified and reduced. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, *Crossing the Quality Chasm: A New Health System for the 21st Century*, which stresses that systems should be: safe, effective, patient-centered, timely, efficient, and equitable.[7][8]

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[5]. National Highway Traffic Safety Administration. (1996). Emergency *Medical Services Agenda for the Future.* Washington, DC: United States Department of Transportation.
Institute of Medicine. (2006). *Emergency medical services: At the crossroads*. Washington, DC: National Academies of Science.

[6] http://www.emscultureofsafety.org/wp-content/uploads/2013/10/Strategy-for-a-National-EMS-Culture-of-Safety-10-03-13.pdf

[7] Institute of Medicine. (2001). Crossing *the Quality Chasm: A new Health System for the 21st Century*. Washington, DC: National Academies of Science.

2. EMS System Medical Oversight

The LEMSA shall furnish medical control services, including the services of a system EMS Medical Director (EMS Medical Director) for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control physicians). The LEMSA's EMS Medical Director does not relieve the Contractor from employing its own medical director as mandated by state and LEMSA requirements.

a) Medical Protocols

Contractor shall comply with medical protocols and administrative policies established by the LEMSA, as well as other requirements and standards established by the EMS Medical Director.

Contractor shall document compliance with system of care operational and medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications and transport), and individual system participants (personnel).

Medical protocols shall be reviewed and updated by the LEMSA on a periodic basis with input from system participants. Current Medical Protocols are available at the LEMSA website.

b) Direct Interaction with Medical Control

Contractor personnel functioning under these specifications have the right and professional responsibility to interact directly with the system's medical leadership (EMS Medical Director, base hospital physicians and LEMSA clinical oversight staff) on all issues related to patient care. This personal professional responsibility is essential.

c) Medical Review/Audits

The Contractor is required to participate in LEMSA's continuous quality improvement (CQI) program. The goal of the patient safety and medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of trends, system variation and random sampling of patient contacts provides mechanisms to measure the clinical care provided and enables the EMS Medical Director to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process and outcome measures in monitoring and improving care. It is the Contractor's responsibility to comply with the EMS Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

As part of LEMSA CQI processes or incident investigation, the EMS Medical Director may require that any employee of the Contractor attend a medical audit when deemed necessary.

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[8] Institute of Healthcare Improvement Open School as we are a member organization
http://www.ihi.org/education/IHIOpenSchool/Courses/Pages/OSInTheCurriculum.aspx#California

Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed, but must maintain the confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the EMS Medical Director.

3. Minimum Clinical Levels and Staffing Requirements

a) Ambulance Staffing Requirements

All Ambulances rendering Emergency Ambulance Services under the Agreement shall be staffed and equipped to render paramedic level care and transport with a minimum of one (1) state licensed and locally accredited Paramedic and one (1) California certified EMT to respond to requests from the County designated PSAPs. The paramedic shall be the caregiver with ultimate responsibility for all patients.

An "Emergency Ambulance" is defined as a transport ambulance responding to requests for emergency medical services staffed with at least one paramedic and one EMT.

b) Personnel Licensure and Certification and Training Requirements

All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately licensed, accredited and credentialed, as appropriate, to practice in Contra Costa County. Contractor shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under this Agreement. LEMSA certification/licensure requirements may be downloaded from the LEMSA website. At a minimum, the Contractor shall ensure that ambulance personnel receive in addition to the required training defined in State and LEMSA policies, the following training and/or certifications.

(1) Required Trauma Training

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in PreHospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum and approved by the EMS Medical Director. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.

All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within three (3) months of hire or execution of the Agreement.

(2) Required Pediatric Training and Performance

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in pediatric Education for Prehospital Personnel (PEPP) or Pediatric Advanced Life Support (PALS). All paramedics shall be required by Contractor to complete training within six (6) months of hire. Contractor shall retain on file at all times, copies of the

current training documentation and valid certifications of all PEPP or PALS qualified paramedics performing services under this Agreement.

Contractor will supplement required PEPP or PALS training with annual infant and pediatric simulation training focused on early recognition and management of pre-arrest and other life threatening conditions.

Contractor will require all field personnel to review prehospital procedures for Safely Surrendered Baby Program.

(3) Required Institute of Healthcare Improvement (IHI) Certificate of Patient Safety, Quality and Leadership

Contractor Quality, Clinical and Supervisory personnel shall complete an IHI Open School online certificate in Patient Safety, Quality and Leadership within 18 months of hire. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications for specified personnel under this Agreement.

(4) Company and EMS System Orientation and On-Going Preparedness

Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospitals, receiving hospitals, and County communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, cultural awareness, performance improvement and the billing and reimbursement process.

(5) Preparation for Multi-casualty Incident

Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the Contra Costa Multi-Casualty Incident Plan, which is on file at the LEMSA, and prepare them to function in the medical portion of the Incident Command System. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

(6) Required Assaultive Behavior Management Training

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult or potentially difficult scenes on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations.

(7) Driver Training

Contractor shall maintain an on-going driver-training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by the LEMSA initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

(8) Infection Control

Contractor shall create a culture focused on infection prevention that focuses on aggressive hygiene practices; personal protective equipment and competency-based training in donning and doffing PPE (e.g. eye protection, gloves, etc). The Contractor shall develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure.

Contractor will comply with county local infectious disease reporting program and strictly enforce polices for infection prevention and control. These policies shall conform to all Federal, State and local statutes, directives and guidelines including, but not limited to, CALOSHA and the CDC. It is the county expectation that the Contractor will adopt procedures that meet or exceed all requirements for dealing with these matters.

(9) Critical Incident Stress Management

Contractor shall establish a repetitive stress and critical incident stress action plan. Included shall be an ongoing stress reduction program for its employees and access to trained and experienced professional counselors. Plans for these programs shall be submitted to the Contract Administrator for approval.

(10) Homeland Security

Contractor and Contractor's employees shall participate in and receive training in Incident Command System (ICS) and Homeland Security issues, including participating in existing programs available within the County for dealing with terrorist events, weapons of mass destruction and other Homeland Security issues.

(11) HIPAA Compliance

Contractor shall provide initial and ongoing training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services.

(12) Compliance

Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the OIG Compliance Program Guidance for

Ambulance Suppliers.[9] This training is one component of the Compliance Plan required of the Contractor.

Proposer shall describe how it intends to comply with the above training and certification requirements. The Proposer will delineate how these programs will be provided, by whom, where, and other information to help the LEMSA understand the Proposer's commitment to meet these Core Requirements.

D. Operations

1. Operations Overview

The performance specifications set forth in this RFP encourage continuous improvements in the level of service provided in Contra Costa County. The RFP provides clarification of expectations and accountability. The following provisions define these expectations, core requirements, and activities required of the Contractor.

a) Emergency Response Zones

The Emergency Response Zones (ERZ) are separately delineated areas, which have two levels of ambulance call density. The call density designations are defined as high density/urban-suburban and low density/rural. The call density designations within the ERZ are distinguished by response times. The Call Density area designations of the ERZ are included in Appendix 6.

As previously described, the current system utilizes five (5) ERZ, A through E. The two Plans to be addressed in the response to this RFP have four (4) ERZ in Plan A, and three (3) ERZ for Plan B.

Under Plan A, the Designated EOA is divided into four (4) Emergency Response Zones (ERZ's) for calculation of ambulance response times and penalties. The zones, shown in Appendix 3, are:

- Zone A – City of Richmond
- Zone B—West County, not including the City of Richmond (Cities of El Cerrito, San Pablo, Kensington, Rodeo, Hercules, and Pinole and surrounding unincorporated areas, including areas served by Rodeo-Hercules Fire and Crockett-Carquinez Fire)
- Zone C—Central County (Cities of Clayton, Concord, Lafayette, Martinez, Pleasant Hill, and Walnut Creek and surrounding unincorporated areas served by Contra Costa County Fire)
- Zone D—East County (Cities of Antioch and Pittsburg and surrounding unincorporated area served by Contra Costa County Fire, Cities of Brentwood and Oakley and unincorporated areas served by East Contra Costa County Fire)

[9] Federal Register / Vol. 68, No. 56 / Monday, March 24, 2003

Under Plan B, the Designated EOA is divided into three (3) Emergency Response Zones (ERZ's) for calculation of ambulance response times and penalties. The zones, shown in Appendix 3, are:

- Zone A—West County (Cities of Richmond, El Cerrito, San Pablo, Kensington, Rodeo, Hercules, and Pinole and surrounding unincorporated areas, including areas served by Rodeo-Hercules Fire and Crockett-Carquinez Fire)
- Zone B—Central County (Cities of Clayton, Concord, Lafayette, Martinez, Pleasant Hill, and Walnut Creek and surrounding unincorporated areas served by Contra Costa County Fire)
- Zone C—East County (Cities of Antioch and Pittsburg and surrounding unincorporated area served by Contra Costa County Fire, Cities of Brentwood and Oakley and unincorporated areas served by East Contra Costa County Fire)

b) All Emergency and Non-emergency ALS Ambulance Calls

The RFP is to result in a contract assigning an exclusive operating area provider for all Emergency Ambulance Requests originating within the EOA and received through the 9-1-1 system as well as those emergency calls received through means other than 9-1-1. The RFP also includes ALS interfacility transports originating in Contra Costa County.

c) Primary Response to Isolated Peripheral Areas of the EOA

While the Contractor has the exclusive right to all emergency calls originating in the EOA, there are areas on the periphery of the County where the nearest paramedic-staffed ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, LEMSA requires the Contractor to make a good faith effort to execute a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction. The LEMSA will approve an appropriately structured agreement to use the closer ambulances.

d) Substantial Penalty Provisions for Failure to Respond

The Contractor is to deploy and staff ambulances in a manner that allows for a response to all medical emergency dispatches. In the event the Contractor does not respond with an ambulance to an emergency medical call, the penalty assessed is substantial, beginning at $10,000 per incident. These are rare and isolated events that may never occur and should not be confused with late or outlier responses. Examples of Failure to Respond include the failure of dispatch to notify a crew to respond to a request for ambulance services, failure of a crew to respond to a request from dispatch, and diversion of an ambulance crew to another call without reassigning and sending an ambulance to the initial request.

2. Transport Requirement and Limitations

As outlined in greater detail in other sections, Contractor has an obligation to respond to all emergency medical requests in the County and provide ambulance transport. However, there are limitations and flexibilities as described herein.

a) Destinations

Contractor shall be required to transport patients from all areas of the County, in accordance with the LEMSA Medical Control Destination Protocols included in LEMSA's policy manual.

b) Prohibition against Influencing Destination Decisions

Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the destination policy.

3. Response Time Performance Requirements

"Response times," as defined in Section IV.D.5 below (Response Time Measurement Methodology), are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, the LEMSA will not limit Contractor's flexibility in the methods of providing ambulance service. This is based upon Contractor's commitment to conform to the Response Time standards set forth below (the Response Time Standards). Therefore, an error on Contractor's part in one phase of its operation (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g. clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of Contractor's total operation and therefore, is solely Contractor's responsibility. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by the medical dispatch center as to when the call is transferred to the Contractor and integrated with the time stamping of the Contractor's computer aided dispatch system. The County and the LEMSA will work with the Contractor to assure that the Contractor's dispatch clocks can be synchronized to the medical communications center dispatch CADs.

a) Description of Call Classification

These Specifications outline four (4) priorities with which Contractor must comply by meeting specified Response Times. The call classification as Emergency or Non-Emergency and as Priority 1 through 3 is accomplished by presumptive prioritization in accordance with the then current Emergency Medical Dispatching protocols as approved by the LEMSA. The fourth priority includes ALS non-emergency interfacility transfers originating within the EOA.

b) Response Time Performance Requirements

The two areas -- designated as high call density (A) and low call density (B) -- will be used for Response Time monitoring, reporting, and compliance purposes. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

(1) Potentially Life Threatening Emergency Response (Priority 1)

Priority 1 responses are defined by the dispatch protocols used by the County medical dispatch centers as approved by the EMS Medical Director.

Contractor shall place an Emergency Ambulance on the scene of each life-threatening emergency assignment as presumptively designated by the County's designated medical dispatch center as Priority 1 within the specified Response Time for that ERZ and call

density level on not less than 90 percent of all Priority 1 response requests as determined under "Response Time Measurement Methodology."

The applicable Response Time performance requirements are specified in Tables 5 & 6.

For every presumptively defined life-threatening emergency call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence.

(2) Non-Life Threatening Emergency Response (Priority 2)

Priority 2 responses are defined by the dispatch protocols used by the County medical dispatch centers as approved by the EMS Medical Director.

Contractor shall place an Emergency Ambulance on the scene of each non-life threatening emergency assignment as presumptively designated by the County's designated medical dispatch center as Priority 2 within the specified Response Time for that ERZ and call density level on not less than 90 percent of all Priority 2 response requests as determined under "Response Time Measurement Methodology."

The applicable Response Time performance requirements are specified in Tables 5 & 6.

(3) Non Emergency Response (Priority 3)

Priority 3 responses are defined by the dispatch protocols used by the County medical dispatch centers as approved by the EMS Medical Director.

Contractor shall place an emergency Ambulance on the scene of each non-emergency assignment as presumptively designated by the County's designated medical dispatch center as Priority 3 within the specified Response Time for that ERZ and call density level on not less than 90 percent of all Priority 3 response requests as determined under "Response Time Measurement Methodology."

The applicable Response Time performance requirements are specified in Tables 5 & 6.

(4) Interfacility ALS Non-emergency Transports (Priority 4)

Priority 4 requests for ambulance service are defined as non-emergency transports at the ALS level of service.

Contractor shall place an ALS ambulance on the scene of at least 90 percent of all Priority 4 scheduled ambulance requests within fifteen minutes zero seconds (15:00) of the scheduled time. This standard shall apply to all requests for service where the scheduled time for patient pickup is greater than three hours from the time the call is received in the Contractor's Dispatch Center.

If the service receives an emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for Priority 2 level requests.

If a request for non-emergency transportation is received without a three-hour notice the Response Time requirement will be arrival of the ambulance at the patient location within 60 minutes of the time of the request.

c) Summary of Response Time Requirements

Tables 5 & 6 summarize the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ, density level, and priority.

Table 5. Response Time Compliance Requirements for Plan A
All Contra Costa County Emergency Response Zones

Priority Level	ERZ	Compliance	High Call Density Urban/Suburban	Low Call Density Rural
Priority 1	A	90%	≤ 10:00	**N/A**
Priority 1	B, C, D	90%	≤ 11:45	**≤ 20:00**
Priority 1	D (Bethel Island)	90%	≤ 16:45	**N/A**
Priority 2	A, B, C, D	90%	≤ 15:00	**≤ 30:00**
Priority 2	D (Bethel Island)	90%	≤ 20:00	**N/A**
Priority 3	A, B, C, D	90%	≤ 30:00	**≤ 45:00**
Priority 4	**A, B, C, D**	**90%**	**+/- 15 minutes (scheduled) or ≤ 60:00 minutes**	**N/A**

Table 6. Response Time Compliance Requirements for Plan B
All Contra Costa County Emergency Response Zones

Priority Level	ERZ	Compliance	High Call Density Urban/Suburban	Low Call Density Rural
Priority 1	A, B, C	90%	≤ 12:45	**≤ 20:00**
Priority 2	A, B, C	90%	≤ 15:00	**≤ 30:00**
Priority 3	A, B, C	90%	≤ 30:00	**≤ 45:00**
Priority 4	**A, B, C**	**90%**	**+/- 15 minutes (scheduled) or ≤ 60:00 minutes**	**N/A**

4. Modifications During the Term of Agreement

The County is planning improvements to medical dispatch during the term of the Agreement. It is expected that more specific prioritization of calls will be implemented (i.e. MPDS). At that time response time requirements will be modified.

The LEMSA also recognizes that continuing research is being completed related to the continuum of care for medical events, including the relevance of time intervals. The LEMSA will work with the Contractor to modify response time requirements based on benefits derived by the system's patients.

Also, call density changes will occur which may expand areas that are categorized as Low Call Density necessitating changes to assign these areas the High Call Density desigation.

In summary, it is expected that changes to the Response Time Requirements, ERZs, and Call Density designations will be evaluated and implemented during the term of the Agreement.

5. Response Time Measurement Methodology

Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Tables 5 & 6 above. At the end of each calendar month, a date within the last 15 days of the month will be randomly selected. This date will represent the end date of the 30-day compliance measurement period.

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

a) Call Receipt

The Contractors' Response Time clock begins at "Call Receipt" which is defined as when the communications center that directly dispatches the ambulances receives adequate information to identify the location of the call and the priority level.

b) At Scene

"At Scene" time means the moment the first Emergency Ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the Patient and notifies Dispatch that it is fully stopped. Only the arrival of a transport capable ambulance shall constitute "At Scene." This does not include a supervisory or other non-transport capable unit. In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, gated communities or complexes, or wilderness locations), arrival at scene shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

c) Response Time

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or the time it is cancelled by a public safety agency.

d) Failure to Report At Scene Time

In instances when ambulance crews fail to report "At Scene," the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, Contractor may document the actual arrival time through other means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

e) Calculating Upgrades, Downgrades, Reassignments and Canceled Responses

From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

(1) Upgrades

If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Priority 2 to Priority 1), Contractor's compliance and penalties will be calculated based on the shorter of:

a) Time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard; or
b) The lower priority Response Time Standard

For example, a call is initially dispatched as a Priority 3 (non-emergency) and it is upgraded to a Priority 2 (non-life threatening emergency). The applicable response time requirement will be shorter of the Priority 3 Response Time or the sum of the elapsed time from Call Receipt to the time of the upgrade plus the Priority 2 Response Time.

(2) Downgrades

If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Priority 1 to Priority 2), Contractor's compliance and penalties will be determined by:

a) If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or
b) If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of the LEMSA, the longer standard will apply.

(3) Reassignment en route

If an Emergency Ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted.

(4) Canceled Calls

If an assignment is cancelled prior to arrival on the scene by the emergency ambulance, Contractor's compliance and penalties will be calculated based on the elapsed time from Call Receipt to the time the call was canceled.

f) Response Times outside EOA are Excluded

Contractor shall not be held accountable for Emergency Response Time compliance for any assignment originating outside the EOA. Responses to requests for service outside the EOA will not be counted in the total number of calls used to determine compliance.

g) Each Incident a Separate Response

Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

h) Response Time Compliance for Individual Emergency Response Zones

Response time requirements for the Emergency Response Zones shall be reported and utilized for compliance purposes. Specifically, all responses in each ERZ for each priority level are calculated. These calculations will be used for determination of any penalties.

i) Equity in Response Times throughout the County

The LEMSA recognizes that equity in Response Times is largely based upon call and population densities within the service area. In developing Response Time Standards, the LEMSA has established two (2) call density designations, low and high-density.

The LEMSA may evaluate the call density and zone structure to address changes occurring within each zone. Should the call density of any significant contiguous area within the low call density zones become equal to or greater than the call density to the adjacent high call density zone, then that area will be considered for reclassification for Response Time compliance. Response time compliance changes pursuant to this section will be modified by readjusting the then current map defining the density designations.

The LEMSA reserves the right to look at any area of the EOA to identify if there are pockets of poor Response Time performance and refer such findings to the Contractor for mitigation.

6. Response Time Exceptions and Exception Requests

Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control affect the achievement of specified Response Time Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request for Emergency Ambulance Services shall be included except as follows:

a) Multi-casualty Disaster

The Response Time requirements may be suspended at the sole discretion of the LEMSA during a declared multi-casualty incident, medical advisory or disaster in Contra Costa County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by the LEMSA.

b) Good Cause

The Contract Administrator may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to: incorrect or inaccurate dispatch information received from the PSAP or calling party; disrupted voice or data radio transmission (not due to Contractor equipment or infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual aid; and remote calls or off-road locations.

Remote calls are defined when the patients' locations are greater than ten (10) road miles from the nearest boundary of the high-density area.

Extended delays at hospitals for transferring patients to receiving facility personnel may be considered as potential good cause exceptions at the sole discretion of the LEMSA.

Equipment failure, ambulance failure, lost ambulance crews, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

Contractor is expected to mitigate all and any delays associated with potential or actual work actions without interrupting EMS System Service delivery.

c) Exception Request Procedure

It is the Contractor's responsibility to apply to the LEMSA for an exception to a required Response Time.

If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to the LEMSA and request that the LEMSA exclude these runs from calculations and late penalties. Any such request must be submitted via the method specified by the LEMSA and received by the Contract Administrator within 10 calendar days of the completion of the response. A request for an exception received after the 10 days will not be considered. The Contract Administrator or designees will review each exception request and make a decision for approval or denial.

At the sole discretion of the LEMSA, calls with extended Chute Times (the time interval from Dispatch to ambulance En Route) of more than two (2) minutes may be excluded from

consideration as Exceptions. All decisions by the Contract Administrator shall be considered final.

7. Response-time Performance Reporting Procedures and Penalty Provisions

a) Response Time Performance Reporting Requirements

(1) Documentation of Incident Time Intervals

The Contractor shall document all times necessary to determine total ambulance Response Time including, but not limited to, time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-scene time, time en route to hospital, total time to transport to hospital, arrival at hospital time, and time of transfer of patient care to hospital personnel. Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report Form (PCR) and in Contractor's computer aided dispatch system. The Contractor will provide an interface with the computer aided dispatch database and Electronic Patient Care Report Form (EPCR) database for the LEMSA to extract and corroborate Response Time performance. Contractor may not make changes to times entered into the CAD after the event. Only LEMSA personnel may make changes to times within the computer. The contractor may request such changes from the LEMSA when errors or omissions are discovered. The LEMSA has sole discretion whether changes to times are acceptable.

(2) Response Time Performance Report

Within 10 business days following the end of each month, the Contractor's dispatch center shall document and report to the LEMSA and the County, in a manner required by the LEMSA, information as specified in Section IV.D.

a) Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.
b) Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.
c) Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future.

b) Penalty Provisions

Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance under the Agreement. However, severe or chronic deviations of Response Time compliance may constitute a default of the Agreement as defined below.

(1) Penalty for Failure to Report On-scene Time

Contractor shall pay LEMSA a $250 penalty each time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the penalty may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time.

Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

(2) Penalty for Failure to Comply with Response Time Requirements

Contractor shall pay LEMSA a penalty each month that the Contractor fails to comply with the Response Time requirements based on the percentage of compliance for all responses in the categories represented in Table 7 below.

Failure of the Contractor to achieve at least 88% Response Time compliance in each of the ERZ for Emergency Ambulance requests will require that the Contractor submit and implement a deployment plan that includes additional staffed ambulance hours aimed to achieve 90% compliance with Response Times.

Table 7. County Response Time Penalties

Emergency Ambulance Requests - Priority 1 Responses for each of the ERZ

Compliance %	Penalty
≥ 89% < 90%	$15,000
≥ 88% < 89%	$25,000
< 88%	$50,000

Emergency Ambulance Requests - Priority 2 Responses for each of the ERZ

Compliance %	Penalty
≥ 89% < 90%	$5,000
≥ 88% < 89%	$10,000
< 88%	$15,000

Emergency Ambulance Requests - Priority 3 Responses for each of the ERZ

Compliance %	Penalty
≥ 89% < 90%	$2,500
≥ 88% < 89%	$5,000
< 88%	$7,500

Non-Emergency ALS Interfacility Transports - Priority 4 Responses for entire EOA

Compliance %	Penalty
≥ 89% < 90%	$4,000
≥ 88% < 89%	$6,000
< 88%	$7,500

(3) Repetitive Non-Compliance

Penalties are based on measurement of response time performance for all responses within the EOA and each ERZ and grouped by priority level. The different density areas within each ERZ will be grouped for compliance measurement. Priority 4 responses (non-emergency ALS) will be reported for compliance measurement for the entire EOA and not included with the priority levels in each ERZ.

The Contractor is required to report performance for each priority level in each ERZ and in the designated ambulance zones. Repetitive non-compliance in any given subset is defined as three consecutive months or five instances on non-compliance in any twelve-month period. If the Contractor is repetitively non-compliant in any subset measure, the Contractor shall submit a plan of corrective action to LEMSA within 30 days of being notified of repetitive non-compliance by LEMSA. Failure to correct repetitive non-compliance may be considered a material breach of the Agreement.

Any subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made.

(4) Penalties for Outlier Responses

An "Outlier" Response Time is defined as a Response Time that is excessive for the category, such that it represents a potential threat to health and safety (Outlier). A penalty shall be imposed for any call for which the actual Response Time equals or exceeds the applicable "Outlier Response Time" set forth in Table 8. Penalties shall be based on ERZ and the Priority level assigned to the call.

The outlier penalty is in addition to a penalty assessed for failure to meet the Response Time compliance requirements.

Table 8. Outlier Response Time Penalties

Priority Level	Outlier Response Times		Penalty per Outlier
	High Call Density	Low Call Density	
Priority 1	>18:59	>29:59	$1,500
Priority 2	>22:59	>44:59	$1,000
Priority 3	>29:59	>59:59	$750
Priority 4	>29:59 late for scheduled >89:59 for non-scheduled		$500

(5) Additional Penalty Provisions

The LEMSA may impose financial penalties for minor or major breaches of the Agreement. For example, the Agreement will include penalties relating to the failure to

provide reports and information to the LEMSA by specified due dates, failing to leave PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport. LEMSA may impose a fine of up to $500 per incident for any minor breach of the Agreement not specifically addressed in the following Table 9. The following specific penalties shall be included in the Agreement:

Table 9. Breach Events and Penalties

Breach Event	Criteria	Penalty
Failure to provide timely operational reports	Operational and Response Time reports are due on a specific date after end of month	**$50 per report per day received after specified due date**
Failure to leave completed PCR at receiving facility	100 percent of the LEMSA approved Interim Patient Care Report (an abbreviated patient care report) will be left at the receiving facility prior to departure of the ambulance crew. 100 percent of the completed PCRs will be provided to receiving facility within 24 hours	**$50 for every instance when the Interim Patient Care Report at a minimum, is not left at the receiving facility prior to crew departure. A penalty of $100 for every completed PCR not provided to the facility within 24 hours of patient delivery.**
Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit	All 9-1-1/emergency calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit as defined by the LEMSA	**$1,000 for every incident in which a BLS ambulance responds and transports a patient that requires ALS care according LEMSA policies.**
Failure to provide timely quality improvement data and reports	Quality improvement and clinical data and reports are due on specific dates	**$50 per report or data submission per day received after specified due date**
Failure to provide timely unusual occurrence reports and investigation updates	Unusual occurrence reports and updates on investigations of those events are due within a specific time from date of the occurrence as defined in LEMSA policies and procedures	**$100 per report per day received after the specified time frame from the date of the occurrence**
Failure to respond to an emergency request for an Emergency Ambulance	The contractor shall respond to all official Emergency Ambulance Service requests within the EOA. Failure to respond is defined by the Contractor not sending an ambulance en route to an emergency request.	**The LEMSA shall impose a minimum fine of $10,000 for each failure to respond to an official Emergency Ambulance request by the Contractor. Failure to respond will be defined as any call originating within the EOA for which the Contractor fails to dispatch and no ambulance responds. Prior to imposition of this penalty, LEMSA will conduct an investigation of the incident**
Improper certification	Staffing an ambulance with improperly certified personnel	**$250 per call responded to by improperly certified employee**
Failure to comply with Against Medical Advice (AMA) protocol	**Field personnel fails to comply with defined LEMSA policy and procedure for AMA**	**$500 per AMA documentation and protocol failure.**

(6) Penalty Disputes

Contractor may appeal to the LEMSA in writing within 10 business days of receipt of notification of the imposition of any penalty or regarding LEMSA's penalty calculations. The Contract Administrator will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty.

8. Fleet Requirement

The Contractor is to maintain the number of ALS equipped and fully operating ambulances that represent at least 120% of the peak staffing level. For example, if the Contractor's peak number of ambulances is twenty-seven (27), then the Contractor is to maintain a fleet of at least 33 ambulances (27 x 120% = 32.4 rounded to 33). If a fraction is derived when multiplying the peak number of units by 120%, the number will be rounded up to the next whole integer. (i.e. 32.4 would be rounded to 33).

9. Coverage and Dedicated Ambulances, Use of Stations/Posts

These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. The LEMSA neither accepts nor rejects Proposer's level of effort estimates; rather the LEMSA accepts the Proposer's commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required by the terms of the Agreement as outlined in these specifications.

Contractor shall deploy ambulance resources in a manner consistent with this goal.

E. Personnel

1. Treatment of Incumbent Work Force

A number of dedicated highly trained personnel are currently working in the Contra Costa County EMS system. In the event the Contractor turns out to be other than the incumbent provider, every effort must be made to ensure a smooth transition and to encourage current EMS personnel to remain with the system. To that end, in the event of a change in providers, all current qualified ambulance employees working within Contra Costa County (other than owners and executive management) are to be considered for preferential hiring by any new Contractor. A new Contractor is expected to offer qualified non-supervisory employees (EMTs and paramedics) employment in substantially similar positions. Supervisory and mid-management personnel should also be considered by the Contractor for employment in order to retain continuity within the system and a career path for the committed workforce. A new Contractor will consider current employee scheduling and make reasonable efforts to transition its new employees to its organization as smoothly as possible. While a plan for the transition of EMTs and paramedics is an element of this RFP, Proposers are encouraged to exceed the minimum requirements and provide the strongest plan possible for retention of the incumbent workforce, and additional points will be awarded for plans which exceed the minimum requirements.

Employment stability within the EMS system is an important concern of incumbent employees, Contra Costa County, and the LEMSA. Incumbent personnel hired will retain "seniority status" earned while working full-time in the Contra Costa County EMS system.

Contractor will provide full time employees with a wage and benefit program comparable to the employees' current program. If an incumbent provider is successful, it agrees to maintain, at a minimum, current salary and benefit levels for personnel and consistent with offerings included in its proposal.

The LEMSA expects that to attract and retain outstanding personnel, Contractor must utilize reasonable compensation and scheduling methods. Contractor's economic efficiencies are not to be derived from the use of sub-standard compensation. The system in no way intends to restrict the ingenuity of Contractor and its employees from working out new and creative compensation (salary and benefits) programs. The system's goal is simply to ensure that Contractor initially and throughout the term of the Agreement provides a financial benefit to encourage employee retention and recruitment for the system.

Proposer shall describe how it intends to maintain continuity of service in the system by employing current personnel and efforts to retain personnel through the term of the Agreement. If the Proposer is the current provider, it shall describe how it intends to retain personnel through the term of the new Agreement.

2. Character, Competence and Professionalism of Personnel

The parties understand that Ambulance services are often rendered in the context of stressful situations. The LEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.

All persons employed by Contractor in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check in accordance with the State of California requirements. Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of serious offenses.

3. Internal Health and Safety Programs

The Contractor shall implement multiple programs to enhance the safety and health of the work force. These shall include driver-training, safety and risk management training. The County requires Contractor to have in place, prior to assumption of EMS duties, an aggressive and effective health, safety and loss mitigation program.

The Contractor shall provide adequate Personal Protective Equipment (PPE) and other equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall comply with CALOSHA and EMSA

#216 and shall include appropriate head, respiratory and flesh protection for employees. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

4. Evolving OSHA & Other Regulatory Requirements

It is anticipated, during the term of the Agreement that certain regulatory requirements for occupational safety and health including, but not limited to, infection prevention and control, blood-borne and respiratory pathogens and hazardous materials, may be increased. It is the LEMSA's expectation that Contractor will adopt procedures that meet or perform better than all requirements for dealing with these matters.

Contractor shall make available at no cost to its employees all currently recommended immunizations and health screening to its high-risk personnel.

5. Discrimination Not Allowed

During the performance of the Agreement, Contractor agrees that it will comply with all applicable provisions of federal, state, and local laws and regulations prohibiting discrimination. Without limiting this, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA) and all other regulations promulgated there under. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, or age. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual orientation, or age. Such action shall include, but is not limited to, the following: employment-upgrade, demotion, transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

F. Management

1. Data and Reporting Requirements

The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, the LEMSA will require Contractor to provide detailed operational, clinical, and administrative data in a manner that facilitates its retrospective analysis.

a) Dispatch Computer

The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. The LEMSA will be provided access to all data maintained by the Computer Aided Dispatch (CAD) system as necessary to analyze demand and determine deployment procedures. The Contractor agrees to allow the LEMSA, at Contractor's expense, to install an interface with the CAD to collect and monitor computer-aided dispatch information and patient care reports and provide access to the LEMSA to voice recording systems.

The Contractor in conjunction with the LEMSA shall establish procedures to automate the monthly reporting requirements and to develop situational status reports that provide alerts when system status falls outside expected parameters.

The interface made available to the LEMSA shall provide real-time monitoring of the Contractor's CAD screens and at a minimum provide the location and status of active ambulance calls, pending calls, location and status of ambulances and crews.

b) Essential Patient Care Record and Assignment Data

Contractor shall utilize an electronic patient care record system (PCR) that is HL7 compatible, NEMSIS 3 and CEMSIS compliant, meets the requirements of the state EMSA and is approved by the LEMSA for patient documentation on all EMS system responses including patient contacts, canceled calls, interfacility, and non-transports. The PCR shall be accurately completed to include all information required by and established in Title 22, Division 9, Chapter 4, Article 8, Section 100171 and information shall be distributed according to established County EMS Policies and Procedures. The Contractor shall leave interim and final copies of the PCR (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with LEMSA policy.

The Contractor shall develop and implement a PCR monitoring process to identify when the Interim and Final PCRs are provided to the receiving facilities. The results of the PCR delivery performance will be reported to the LEMSA monthly.

The Contractor will support Health Information Exchange (HIE) with hospital medical record information systems and create a process for hospitals to view PCRs as soon as they are available.

Within 24 hours, Contractor shall provide access for the Contract Administrator and receiving hospitals to final patient care records in computer readable format and suitable for statistical analysis for all priorities. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, interfacility, and non-transports.

c) Records

Contractor shall complete, maintain, and provide to the LEMSA, the ability to view online via a secure portal as requested, adequate records and documentation to demonstrate its performance compliance and aid LEMSA in improving, modifying, and monitoring the EMS system.

d) Monthly Reports Required

Contractor shall provide, within 10 business days after the first of each calendar month, computer database data in an electronic format and reports pertaining to its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein. Contractor shall document and report to Contract Administrator in writing in a form required by the Contract Administrator. Response time

compliance and customer complaints/resolutions shall be reported monthly. Reports other than Response Time compliance and customer complaints/resolutions may be required less frequently than monthly. At the end of each calendar year, no later than November 30 of the proceeding year, LEMSA shall provide a list of required reports and their frequency and due dates to the Contractor.

Reports in a format approved by the LEMSA shall include, at a minimum:

(1) Clinical

- Continuing education compliance reports;
- Summary of clinical/service inquiries and resolutions;
- Summary of interrupted calls due to vehicle/equipment failures; and
- Data analysis and details of calls supporting clinical and medical oversight of Trauma, STEMI, Stroke, and Cardiac Arrest and other system of care populations.
- Data analysis and details of calls that result in no-transport (Against Medical Advice)

(2) Operational

- Calls and transports, by priority for each Emergency Response Zone and density area;
- A list of each call, sorted by Emergency Response Zone, where there was a failure to properly record all times necessary to determine the Response Time;
- Documentation of all patients meeting trauma, STEMI, stroke, or cardiac arrest criteria including on-scene time and transport to hospital time;
- Documentation and data analysis of hospital off-load delays, including time unit arrived at facility and time patient care was transferred to receiving facility staff and duration of off-load delays;
- A list of mutual aid responses to and from system; and
- EMS transports to and from medical aircraft

(3) Response Time Compliance

- A list of each emergency call dispatched for which Contractor did not meet the Response Time standard for each Emergency Response Zone and an explanation of why the response was late;
- Canceled calls; and
- Exception reports and resolution.

(4) Response Time Statistical Data

Within 10 business days following the last day of each month, Contractor shall ensure that ambulance Response Time records are available to LEMSA in a computer readable format approved by the Contract Administrator and suitable for statistical analysis for all ambulance responses originating from requests within the County. The records shall, at a minimum, include the following individual data elements:

- unit identifier
- location of call – street address
- location of call – city, town or unincorporated County

- location of call - longitude
- location of call - latitude
- location of call – Emergency Response Zone
- density area (low or high)
- nature of call (EMD Code)
- response code to scene
- time call received
- time call dispatched
- time unit en route
- time unit upgraded or downgraded
- time unit on-scene
- response code at arrival on scene (for upgrade or downgrade)
- time unit en route to hospital
- time unit at hospital
- time patient handoff to ED staff occurred
- time unit clear and available for next call
- outcome (dry run, transport)
- receiving hospital
- transport code to hospital
- system of care call type (i.e. cardiac arrest, trauma, STEMI, stroke)
- number of patients transported

(5) Personnel Reports

Contractor shall provide LEMSA annually with a list of paramedics, EMTs and dispatchers currently employed by Contractor and shall update that list monthly, as necessary.

Contractor shall immediately notify LEMSA when paramedic personnel are no longer employed as a paramedic.

Contractor shall report any termination or suspension for disciplinary cause, resignation or retirement in lieu of investigation and/or disciplinary action or removal from related duties due to disciplinary actions as required by Title 22, Division 9, Chapter 6, section 100208.1.

The personnel list shall include, at a minimum, the name, address, telephone number, California paramedic license and expiration date or EMT certification and expiration date, ACLS expiration date, CPR expiration date, and California Driver's License number of each person on the list.

(6) Community/Governmental Affairs Report

- Monthly list of meetings with constituents and stakeholders (i.e. community engagement)
- Number of conducted community education events including location and hours and number of participants,

- Number of individuals taught CPR
- Number of CPR anytime kits and AEDs provided
- Public Relations (PR) activities, first responder recognition,
- Government relations contact report.

(7) Electronic Access

Contractor shall provide capability for LEMSA, at the Contractor's expense, to access all PCRs and provide a mechanism to create customized reports for LEMSA monitoring and review. The electronic access shall also include real-time monitoring of CAD systems.

(8) Other Reports

Contractor shall provide LEMSA with such other reports and records as may be reasonably required by the Contract Administrator.

G. EMS System and Community

1. Participation in EMS System Development

The LEMSA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. LEMSA requires that its Contractor actively participate in EMS activities, committee meetings, and work groups. Contractor agrees to participate and assist in the development of system changes.

2. Accreditation

Within 24 months following commencement of the term of the Agreement, the Contractor will attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization as approved by the LEMSA. The Contractor shall maintain its accreditation throughout the term of the Agreement. The LEMSA may levy a penalty of $200 for each day that the Contractor is not accredited after the first 24 months whether due to failure to obtain accreditation or a lapse thereof.

3. Multi-casualty/Disaster Response

Contractor shall cooperate with the LEMSA in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the LEMSA plans. Contractor must have detailed written plans and procedures to mitigate impacts to and ensure continuous internal operations during all potential emergencies, disasters or work actions (i.e. power failure, information systems failure, earthquake).

Contractor must have an emergency electrical power system available to provide power to its critical command, control, computer and communications systems in the event the normal electrical supply is interrupted. This system must be tested periodically per NFPA 110.

In the event the County declares a disaster within the County, the Contractor will assign a Field or Dispatch Manager/Supervisor to deploy to the designated emergency operations center (when activated) as a liaison upon request.

In the event the County declares a disaster within the County, or in the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of the LEMSA and Contractor shall respond in accordance with the disaster plan. Contractor shall use best efforts to maintain primary Emergency services and may suspend non-emergency services upon notification on concurrence with the LEMSA.

At a multi-victim scene, Contractor's personnel shall perform in accordance with LEMSA multi-casualty incident response plan and within Incident Command System (ICS).

Contractor shall not release emergency ambulance assets to another jurisdiction without approval of the LEMSA.

During a disaster declared by the County, the LEMSA will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from response-time criteria. When Contractor is notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area of responsibility and shall resume all operations as required under the Agreement.

a) Internal Disaster Response Notification

Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

b) Disaster Response Vehicle/Equipment

Contractor shall maintain a county-controlled, state provided Disaster Medical Support Unit (DMSU). In the absence of a DMSU, the Contractor shall provide one vehicle as a disaster response vehicle. This vehicle shall not be an ambulance used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to the scene. This vehicle may be used to carry personnel and equipment to a disaster site. The following equipment shall be stored in this disaster vehicle: backboards and straps; cervical collars; head immobilization sets and foam wedges; PPE; splints for legs and arms; oxygen equipment; extra dressing and bandages; advanced life support equipment, especially IV therapy equipment; County approved disaster tags; and checklists for medical Incident Command personnel

c) Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate LEMSA or County Health Services staff during multi-casualties, disaster response, hazardous materials incidents, and other unusual occurrences.

d) Ambulance Strike Team

Contractor shall be able to deploy an ALS ambulance strike team consistent with State Ambulance Strike Team Guidelines.

Contractor shall have staff members trained and certified as Ambulance Strike Team Leaders.

e) Interagency Training for Exercises/Drills

Contractor shall participate in LEMSA sanctioned exercises and disaster drills and other interagency training.

4. Mutual-aid and Stand-by Services

a) Mutual Aid Requirements

Contractor shall respond in a mutual aid capacity to other service areas outside of the EOA if so directed by Contract Administrator or in accordance with mutual aid agreements. Specifically, Contractor shall maintain documentation of the number and nature of mutual aid responses it makes and nature of mutual aid responses made by other agencies to calls originating within the EOA.

b) Stand-by Service

Contractor shall provide, at no charge to the LEMSA or requesting agency, stand-by services at the scene of an emergency incident within the EOA when directed by a County designated public safety dispatch center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident. Stand-by periods exceeding eight (8) hours shall be approved by Contract Administrator.

5. Permitted Subcontracting

The Contractor may contract with providers for ALS interfacility transports/transfers originating within the EOA. Contractor may also subcontract for management, administrative services, dispatch, and billing and collection activities. Such agreements must be approved by the LEMSA. The sub-contracting ambulance entities must meet the LEMSA's minimum requirements for ALS ambulance services. The Contractor remains responsible and accountable to meet Response Time and reporting requirements and the Contractor is liable to pay any penalties for non-performance by the subcontractor.

Contractor may subcontract medical dispatch center services to another agency within or outside of the County. Regardless, the Contractor will retain accountability and responsibility for the performance of the Dispatch Center. Such agreement must be approved by the LEMSA.

6. Communities May Contract Directly for Level of Effort

This RFP and the Agreement are focused on Contractor performance. There are no provisions for a level of effort or requiring ambulances to be placed in specific areas of Contra Costa County.

The Contractor may contract directly with cities, communities, or other jurisdictions to have an ambulance or other services provided within their community. Such arrangements will support EMS System coordination and are subject to the approval of the LEMSA and shall not be at the County's expense. Regardless of such arrangements, there is no change in the exclusive agreement between

the Contractor and the LEMSA and the Contractor must continue to comply with the performance standards of the agreement.

7. Supply Exchange and Restock

The Contractor will restock disposable medical supplies on a one-for-one basis based on utilization on calls by first response agencies. Contractor will work with first responder agencies to create a process of supply exchange and rotation that is cost effective. Contractor has no obligation to restock disposable medical supplies of items not in the Contractor's inventory. This agreement does not limit the Contractor from changing supply vendors.

8. Handling Service Inquiries and Complaints

Contractor shall create consumer friendly processes to receive customer service complaints and lost item and other inquires. Contractor shall log all inquiries and service complaints and will ensure that non-clinical issues are followed through to resolution. Contractor shall provide prompt response and follow-up to such inquiries and complaints. Contractor's management team will analyze inquiry reports to identify and address any trends. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Contractor shall submit to the LEMSA each month a list of all complaints received and their appropriate disposition/resolution. Contractor shall submit copies of any inquiries and resolutions of a clinical nature to the EMS Medical Director or LEMSA within twenty-four (24) hours.

H. Administrative Provisions

1. Contractor Payments for Procurement Costs, County Compliance Monitoring, Contract Management, and Regulatory Activities (Plan B only)

For Plan B of this Service Plan, the Contractor will reimburse the LEMSA for a portion of its expenses related to conducting this procurement, monitoring and managing the Agreement, provision of medical direction and conducting periodic procurements. An annual amount will be assessed based on the LEMSA's costs for the previous fiscal year. The fees will be limited to a maximum of seven hundred and fifty thousand dollars ($750,000) per year.

2. No System Subsidy

Under Plan B, the Contractor will operate the EMS system without any subsidy from the LEMSA or the County. RFP specifications are designed to provide accountability without undue operational or financial burden for providers.

Since many of the cost savings recommendations included in the EMS Modernization Report were not included in the Plan A requirements and provisions, this RFP allows for a request by the Contractor to identify potential subsidies that may be required to comply with all of the Plan A provisions. It is the desire of the County to operate a subsidy-free system, but it is recognized

that fiscal trends of revenue collection and costs along with healthcare system changes may require additional financial support to maintain the current performance levels.

Each Proposer must complete the subsidy request form included in Appendix 11. The Subsidy Request Form shall be submitted separately with the "Financial Documents."

3. Contractor Revenue Recovery

The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

a) Patient Charges

Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates stipulated in this RFP (Stipulated Rates) and as subsequently approved by the LEMSA. The current rates are included in Appendix 7 and the Stipulated Rates are specified in Appendix 10.

b) Fee Adjustments

The Contract Administrator will approve annual increases to patient charges based on changes in the Consumer Price Index for Medical Services. The annual rate increases will be the greater of three (3) percent or the increase of the CPI for any given year. All changes in the transport fees must be approved by LEMSA.

In the event changed circumstances substantially impact the Contractor's costs of providing services or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, the Contractor may request increases or decreases in charges to patients to mitigate the financial impact of such changed circumstances. No adjustments to patient fees will be allowed during the first twelve (12) months of the commencement of the Agreement. If Contractor believes an adjustment is warranted, the Contractor may apply to the Contract Administrator for a rate adjustment to be effective on or after the first anniversary of the Agreement. Applications must be submitted at least sixty (60) days prior to the requested effective date. Requests for changes to patient charges shall only be allowed on an annual basis corresponding to the anniversary of the Agreement. The Contract Administrator shall review the application and forward his or her recommendation to the Health Services Director, who shall have the authority to approve or disapprove the request. Approval of rate changes is required before they can become effective.

4. Federal Healthcare Program Compliance Provisions

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services, and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

a) Medicare and Medicaid Compliance Program Requirements

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection

processes. Contractor's Compliance Program shall substantially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

Contractor will engage a qualified entity to conduct a claims review on an annual basis as described in the OIG Compliance Guidance. A minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. The Contractor will submit the report to the LEMSA within 120 days of the end of each contract year.

b) HIPAA, CAL HIPAA and HITECH Compliance Program Requirements

Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the US Department of Health and Human Services. The three major components of HIPAA, CAL HIPAA and HITECH include:

1. Standards for Privacy and Individually Identifiable Health Information
2. Health Insurance Reform: Security Standards
3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards

Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA, CAL HIPAA and HITECH rules and regulations will be reported immediately to the LEMSA along with Contractor's actions to mitigate the effect of such violations.

5. State Compliance Provisions

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with county and LEMSA policies, procedures, and protocols.

6. Billing/Collection Services

Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

1. electronically generate and submit Medicare and MediCal claims;
2. itemize all procedures and supplies employed on patient bills; and
3. be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries

The Contractor shall provide for prompt response to any queries or appeals from patients. The Proposer shall describe its methods for receiving, monitoring, and responding to patient issues and complaints.

It is expected that the Contractor's billing and collection services are conducted in a compassionate manner and that the Contractor recognizes that many patients may not have the financial resources to pay for their ambulance transports. The Proposer shall describe its policies for identifying patients that qualify for a financial hardship consideration for discounting or writing off their accounts.

*Billing Waivers for Impoverished, Conserved & Vulnerable***:** Contractor shall establish a consumer friendly procedure that allows for responsible party to make payment arrangements. The billing manager will review the form and assess an appropriate and acceptable monthly arrangement.

Contractor shall establish a process to reduce the costs of ambulance services to patients who have demonstrated inability to pay through completing a "Financial Statement" form. All information relating to financial hardship requests shall be kept confidential. The billing manager will review the form and assess an appropriate and acceptable monthly arrangement.

Billing Appeals Process: Contractor will create a consumer friendly appeals process in cooperation with Contra Costa Health Insurance Counseling and Advocacy Program (HICAP) that allows the consumer sufficient time for denied claims to go through governmental and private insurers appeals timeframes before being sent to collections. In the case of Medicare billing the first level of Medicare appeals is 120 days. Contractor will, on a monthly basis, document the number of billing waivers, appeals in process and average time to process appeals.

Contractor shall not attempt to collect its fees at the time of service.

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

7. Market Rights

The LEMSA shall not enter into agreements with any other provider for ground response to requests for Emergency Ambulance Service or ALS interfacility transports originating within the EOA during the term of this Agreement. Furthermore, the LEMSA will make reasonable efforts to ensure the Contractor's exclusivity of ALS interfacility transports originating within the EOA.

The LEMSA reserves the right to enter into separate transport agreements with air ambulance providers. Notwithstanding any other provision of this Contract, the LEMSA may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s). However, no such agreement shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most appropriate emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same as or less than the estimated air transport time.

8. Accounting Procedures

a) Invoicing and Payment for Services

The LEMSA shall render its invoice for any fines or penalties to the Contractor within 30 business days of the LEMSA's receipt of the Contractor's monthly performance reports and after approval of the penalties determined by the LEMSA. The Contractor shall pay the LEMSA on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty-day period. If they have not been resolved to LEMSA or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

b) Financial Reporting

Contractor will report trends in monthly net revenue, total expenses, number of deployed unit hours, cost per unit hour, number of transports, collection rate, average patient charge, net revenue/transport, cost/trip, and payer mix on a monthly basis.

c) Audits and Inspections

Contractor shall maintain separate financial records for services provided pursuant to the Agreement in accordance with generally accepted accounting principles.

With reasonable notification and during normal business hours, LEMSA shall have the right to review any and all business records including financial records of Contractor pertaining to the Agreement. All records shall be made available to LEMSA at the Contractor's Contra Costa County office or other mutually agreeable location. LEMSA may audit, copy, make transcripts, or otherwise reproduce such records including, but not limited to, contracts, payroll, inventory, personnel and other records, daily logs and employment agreements.

On an annual basis, the Contractor shall provide the LEMSA with audited financial statements by certified public accountants or governmental entity for Contractor's ambulance operations in Contra Costa County and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's ambulance service operation.

Contractor may be required by the LEMSA to provide the LEMSA with periodic report(s) in the format specified by the Contract Administrator to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

9. County Permit

The LEMSA oversees ambulance services within the County. Pursuant to County Ordinance 83-25 and LEMSA policies, an ambulance company must obtain the appropriate ambulance service permits.

Contra Costa County ambulance permit information and applications are available at http://cchealth.org/ems/ambulance-providers.php#simpleContained3 and a copy of the current county ordinance can be found on the county's website.

10. Insurance Provisions

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the required insurance coverage as listed in Appendix 12. If the Proposer is self-insured, the Proposer shall document it's capability to provide similar coverage or assurance of coverage consistent with the insurance requirements. The Proposer shall also include a "reserve for losses" in the development of its financial budgets submitted with the Financial Documents.

11. Hold Harmless / Defense / Indemnification / Taxes / Contributions

a) Hold Harmelss

In General, Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, the LEMSA, the County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the LEMSA or the County. This duty shall arise at the first claim or allegation of liability against the LEMSA or the County. Contractor will on request, and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law."

b) Employee Character and Fitness.

Contractor accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Contractor under this Agreement, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, Contractor shall hold County, the LEMSA and their officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Contractor's actions in this regard.

12. Performance Security Bond

Contractor shall furnish performance security in the amount of two million dollars ($2,000,000) in one of the following forms:

a) A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to the LEMSA; or

b) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the LEMSA and from a bank or other financial institution acceptable to the LEMSA, or
c) If the Proposer is a governmental entity, the County will waive the performance bond requirement.

13. Term of Agreement

The initial term of the Agreement ultimately executed by Contractor shall be for a period of five (5) years commencing at 12:01 a.m. on January 1, 2016 and terminating at midnight, December 31, 2020.

14. Earned Extension to Agreement

If, at the sole judgment and discretion of the LEMSA, the Contractor is deemed to be substantially in compliance with the specifications defined in this RFP and the resulting Agreement, the Health Services Director may, after seeking a recommendation from the Board of Supervisors, grant an extension of the Agreement for up to five (5) additional years. The LEMSA shall make the offer of extension by formal written notice to the Contractor at least eighteen (18) months prior to the scheduled end of the term of the Agreement.

While it is the intent of the LEMSA to have completed a competitive procurement for selecting the Contractor by the end of the term of the Agreement or extension thereof, the LEMSA recognizes that healthcare and EMS changes may require a re-design of the EMS System. In the event that circumstances beyond the control of the LEMSA or the County require substantial changes to the system design that cannot be completed and implemented prior to the end of the term of the Agreement, the LEMSA will contact the Emergency Medical Services Authority to request that this agreement be extended for a period sufficient to cover the re-design of the EMS system. Contractor will then be offered the opportunity to extend this Agreement for the approved period. These extensions, if granted will be exercised for only as long as necessary to complete system changes and only upon approval of the Board of Supervisors.

If the Contractor does not desire to continue providing services to the LEMSA as stipulated in the Agreement after the end of the Term or extensions thereof the Contractor must give notice of its intent not to extend the Agreement at least seventeen (17) months prior to the scheduled end of the term of the Agreement.

15. Continuous Service Delivery

Contractor expressly agrees that, in the event of a default by Contractor under the Agreement, Contractor will work with the LEMSA to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor shall be obligated to use every effort to assist the LEMSA to ensure uninterrupted and continuous service delivery in the event of a default, even if Contractor disagrees with the determination of default.

16. Annual Performance Evaluation

The LEMSA may evaluate the performance of the ambulance Contractor on an annual basis. An evaluation report will be provided to the Contra Costa County Board of Supervisors.

The following information will normally be included in the performance evaluation:

a) Response Time performance standards assessed with reference to the minimum requirements in the Contract;
b) Clinical performance standards assessed with reference to the minimum requirements in the Contract;
c) Initiation of innovative programs to improve system performance;
d) Workforce stability, including documented efforts to minimize employee turnover;
e) Compliance of pricing and revenue recovery efforts with rules and regulations and the Agreement; and
f) Compliance with information reporting requirements
g) Financial stability and sustainability

17. Default and Provisions for Termination of the Agreement

The LEMSA shall have the right to terminate or cancel the Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches the Agreement and fails to correct such default within seven (7) days following the service on it of a written notice by the LEMSA specifying the default or defaults complained of and the date of intended termination of rights absent cure.

a) Definitions of Breach

Conditions and circumstances that shall constitute a material breach by Contractor shall include, but not be limited to, the following:

1. Failure of Contractor to operate the ambulance service system in a manner which enables the LEMSA or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and county laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach, but such willful and repeated infractions shall constitute a material breach;
2. Willful falsification of data supplied to the LEMSA by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under the Agreement, or a willful refusal to provide such data within a reasonable time when demanded by the LEMSA;
3. Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period as described in Section H.23;
5. Deliberately increasing the cost of providing services, failing to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a transition to a new Contractor or for a new Contractor's operation in the event of a default or failure of incumbent to prevail during a subsequent bid cycle;

6. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;
7. Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;
8. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
9. Failure of Contractor to comply with approved rate setting, billing, and collection procedures;
10. Failure of Contractor to meet Response Time requirements for three consecutive measurement periods in a single category and after receiving notice of non-compliance from Contract Administrator;
11. Failure of Contractor to comply with the vehicle lease provisions;
12. Failure of Contractor to cooperate and assist County in the investigation or correction of any "Minor Breach" conditions;
13. Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
14. Failure to maintain in force throughout the terms of the Agreement, including any extensions thereof, the insurance coverage required herein;
15. Failure to maintain in force throughout the term of the Agreement, including any extensions thereof, the performance security requirements as specified herein;
16. Failure to timely prepare and submit the required annual audit; and
17. Any other willful acts or omissions of Contractor that endanger the public health and safety.

18. Termination

a) Written Notice

The Agreement may be canceled immediately by written mutual consent.

b) Failure to Perform

The LEMSA, upon written notice to Contractor, may immediately terminate the Agreement should Contractor materially breach any of its obligations under the Agreement. In the event of such termination, the LEMSA may proceed with the work in any reasonable manner it chooses. The cost to the LEMSA of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond, without prejudice to LEMSA's rights otherwise to recover its damages or to seek any other remedy.

19. Emergency Takeover

In the event LEMSA determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Health Services Director.

If the Health Services Director concurs that a material breach has occurred or may occur and that public health and safety would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the LEMSA to effect an immediate takeover by the LEMSA of Contractor's ambulances and crew stations. Such takeover shall be effected within not more than 72 hours after Health Services Director's decision and approval by the Board of Supervisors to execute the emergency takeover.

In the event of an emergency takeover, the Contractor shall deliver to the LEMSA ambulances and associated equipment used in performance of the Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with LEMSA ALS Policies and Procedures.

Contractor shall deliver ambulances, dispatch and communications systems, facilities and crew stations to the LEMSA in mitigation of any damages to LEMSA resulting from the Contractor's breach. However, during the LEMSA's takeover of the ambulances and equipment, LEMSA and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to the Contractor shall be equal to the aggregate monthly amount of the Contractor's debt service on facilities, vehicles and equipment as documented by the Contractor at Contract Administrator's request, and verified by the County Auditor (provided that the cost of contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The County Auditor shall cause the disbursement of these payments directly to the Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, LEMSA shall pay the Contractor fair market rental based upon an independent valuation.

Nothing herein shall preclude the LEMSA from seeking to recover from the Contractor such rental and debt service payments as elements of damage from a breach of the Agreement. However, the Contractor shall not be precluded from disputing the Health Services Director's findings or the nature and amount of the LEMSA's damages, if any, through litigation. Failure on the part of the Contractor to cooperate fully with the LEMSA to effect a safe/smooth takeover of operations shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of breach by the Director was made in error.

The LEMSA shall have the right to authorize the use of vehicles and equipment by another entity. Should the LEMSA require a substitute contractor to obtain insurance on equipment, or should the LEMSA choose to obtain insurance on vehicles/equipment, the Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

The LEMSA agrees to return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of the Contractor's equipment not so returned, the LEMSA shall pay the Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear or shall pay the Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.

The LEMSA may unilaterally terminate a takeover period at any time and return facilities and equipment to the Contractor. The takeover period shall last no longer than the LEMSA judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means the LEMSA chooses.

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract are hereby leased to the LEMSA during an emergency takeover period. Contractor shall maintain and provide to the LEMSA a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ambulance services hereunder shall be reported to the LEMSA within 30 days of said change, sale, transfer, or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

20. Transition Planning

a) Competitive Bid Required

Contractor acknowledges that the LEMSA intends to conduct a competitive procurement process for the provision of Emergency Ambulance Service within LEMSA's Exclusive Operating Area prior to the termination of this Contract. Contractor acknowledges and agrees that the LEMSA may select a different ambulance service provider to provide exclusive Emergency Ambulance Services following said competitive procurement process, and to reasonable extension of its obligations hereunder if such extensions are necessary to complete such processes including, but not limited to, any reasonable decisions to cancel and restart such processes.

b) Future Bid Cycles

Contractor acknowledges and agrees that supervisory personnel, EMT's and paramedics, working in the EMS system have a reasonable expectation of long-term employment in the system, even though Contractors may change. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Proposers and shall allow without penalty its employees to sign contingent employment agreements with competing Proposers at employees' discretion. Contractor may prohibit its employees from assisting competing Proposers in preparing Proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

21. LEMSA's Remedies

If conditions or circumstances constituting a Default as set forth in Section H.17 exist, the LEMSA shall have all rights and remedies available at law or in equity under the Agreement, specifically including the right to terminate the Agreement and/or the right to pursue Contractor for damages and the right of emergency take-over as set forth in Section IV.H.18. All LEMSA's remedies shall be non-cumulative and shall be in addition to any other remedy available to LEMSA.

22. Provisions for Curing Material Breach and Emergency Take Over

In the event the LEMSA determines that there has been a material breach by Contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such determination shall constitute a material breach and/or default of the Agreement. In the event of a material breach, LEMSA shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

Contractor shall have the right to cure such material breach within seven (7) calendar days of receipt of such notice and which notice should include the reason why such material breach endangers the public's health and safety unless an immediate and grave threat to public health and safety requires shorter notice or no notice. In cases where notice is given, within 24 hours of receipt of such notice, Contractor shall deliver to the LEMSA, in writing, a plan of action to cure such material breach. The LEMSA, acting through the Health Services Director or designee, may permit Contractor to implement such a plan of action if the plan is acceptable to the LEMSA, and may set such deadlines for the completion of such actions as the LEMSA deems appropriate, in its sole and absolute discretion. If Contractor fails to cure such material breach within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of the LEMSA) or Contractor fails to timely deliver the cure plan to the LEMSA, the LEMSA may execute an emergency take-over of Contractor's operations. Contractor shall cooperate completely and immediately with the LEMSA to affect a prompt and orderly transfer of all responsibilities to the LEMSA.

Contractor shall not be prohibited from disputing any such finding of default through appropriate channels, provided, however that such dispute shall not have the effect of delaying, in any way, the immediate takeover of operations by the LEMSA. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Default has occurred, shall be initiated, and shall take place only after the emergency take-over has been completed.

Contractor's cooperation with and full support of such emergency take-over shall not be construed as acceptance by Contractor of the findings and default, and shall not in any way jeopardize Contractor's right of recovery based upon a later finding in an appropriate forum that the declaration of Default was made in error. However, failure on the part of Contractor to cooperate fully with the LEMSA to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of default by the LEMSA was made in error.

For any default by Contractor which does not endanger public health and safety, or for any default by the LEMSA, which cannot otherwise be resolved, early termination provisions which may be agreed to by the parties will supersede these specifications.

23. "Lame-duck" Provisions

Should the Agreement not be renewed, extended or if notice of early termination is given by Contractor, Contractor agrees to continue to provide all services required in and under the Agreement until the LEMSA or a new entity assumes service responsibilities, even if reasonable extension of the Contractor's Agreement with the LEMSA is necessary. Under these circumstances Contractor will, for a period of several months, serve as a lame duck Contractor. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

a) Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization including, but not limited to, compliance with provisions hereof related to qualifications of key personnel;
b) Contractor shall make no changes in methods of operation or employee compensation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of the Agreement or placing an undue burden on the subsequent Contractor;
c) LEMSA recognizes that if another organization should be selected to provide service, Contractor may reasonably begin to prepare for transition of service to the new entity. The LEMSA shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period; and
d) Should LEMSA select another organization as a service provider in the future, Contractor personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence

24. General Provisions

a) Assignment

Contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the LEMSA and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the LEMSA, shall not convey any rights to the assignee.

b) Permits and Licenses

Contractor shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations under the Agreement. In addition, Contractor shall make all necessary payments for licenses and permits for the services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services pursuant to this Agreement. Contractor shall be responsible for ensuring that its employee's

state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

c) Compliance with Laws and Regulations

All services furnished by Contractor under the Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under the Agreement and to maintain compliance with those applicable standards at all times.

d) Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of Agreement.

e) Retention of Records

Contractor shall retain all documents pertaining to Agreement for seven (7) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the LEMSA, the County, the State of California, and the United States Government. Any and all records received and manufactured by the County under this Agreement shall be deemed County Records, for all purposes, including disclosure pursuant to the California Public Records Act, Government Code 6250, et seq.

f) Product Endorsement/Advertising

Contractor shall not use the name of Contra Costa County for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator.

g) Observation and Inspections

LEMSA representatives may, at any time, and without notification, directly observe Contractor's operations of the Dispatch Center, maintenance facility, or any ambulance post location. A LEMSA representative may ride as "third person" on any of Contractor's Ambulance units at any time, provided, that in exercising this right to inspection and observation, LEMSA representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor employee's duties and shall at all times be respectful of Contractor's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary by the LEMSA, LEMSA representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, and patient records pertaining to the Agreement. The LEMSA may audit, copy, make transcripts, or otherwise reproduce such records for LEMSA to fulfill its oversight role.

h) Omnibus Provision

Contractor understands and agrees that for seven years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents and records that are necessary to certify the nature and extent of the reasonable costs of services.

i) Relationship of the Parties

Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Contractor is an independent contractor and is not an employee of County or LEMSA. Contractor is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related tax. Nothing in the Agreement shall create any right or remedies in any third party. The Agreement is entered solely for the benefit of the County, LEMSA, and Contractor.

j) Rights and Remedies Not Waived

Contractor will be required to covenant that the provision of services to be performed by Contractor under the Agreement shall be completed without compensation from LEMSA or County unless County agrees to a specified subsidy amount proposed under Plan A. The acceptance of work under the Agreement shall not be held to prevent LEMSA's maintenance of an action for failure to perform work in accordance with the Agreement.

k) Consent to Jurisdiction

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in Contra Costa County, California.

l) End-term Provisions

Contractor shall have 90 days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

m) Notice of litigation

Contractor shall agree to notify the LEMSA within 24 hours of any litigation or significant potential for litigation of which Contractor is aware.

n) Cost of Enforcement

If legal proceedings are initiated by any party to this Agreement, whether for an alleged breach of the terms or judicial interpretation thereof, the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees, consultant and expert fees, and other such costs, to the extent permitted by the court.

o) General Contract Provisions

In addition to the specific contract provisions listed in this document, the written Agreement will include general conditions required by the LEMSA in contracts such as those listed

herein. A Sample of General Contract Provisions and a Business Associates Agreement is included in Appendix 13. These provisions will become part of the final agreement with the successful Proposer. Any exceptions to the requirements, terms and conditions as stated herein, and in the Sample Provisions must be identified separately in the Proposer's response.

SECTION V. COMPETITIVE CRITERIA

This section sets forth the performance criteria to be competitively assessed and scored by the Review Panel (the Competitive Criteria).

For each Competitive Criterion, the narrative below defines a base level of performance to which every Proposer must agree (the Minimum Requirements). This agreement must be unqualified and expressly stated in the Proposal. If a Proposer fails to agree to any Minimum Requirement related to any Competitive Criterion, the LEMSA may, in its discretion, declare the Proposal unresponsive and disqualified. The Proposer must agree to the Minimum Requirements regardless of whether the Proposer goes on to propose levels of performance that are higher than contained in the Minimum Requirements for a given Competitive Criterion. For Proposers offering to meet, but not exceed, the Minimum Requirements for a given Competitive Criterion, the Proposal must set forth the information requested below regarding the manner in which the Proposer will meet the performance level specified in the Minimum Requirements.

For each Competitive Criterion, Proposers are encouraged to propose levels of performance higher than the Minimum Requirements. The narrative describes the policy and operational goals for each Competitive Criterion, which the LEMSA is seeking to maximize through competition. It also provides guidelines and examples to illustrate how the policy and operational goals might be promoted. However, the specific concepts and activities comprising these examples are neither specifically required nor exclusive. The Competitive Criteria provide an opportunity for a Proposer to differentiate its proposed service from that of other Proposers and to demonstrate the organizational capabilities and experience which it would bring to bear if it becomes the Contractor.

Because every Proposer is required to commit to the Minimum Requirements, no points shall be awarded in connection with a Competitive Criterion unless a higher level of performance is proposed. Points available for each Competitive Criterion for which a higher level of performance is proposed shall be scored as set forth in Section II.G.

A goal of this RFP is to increase the levels of communication, cooperation, collaboration, and in some cases functional integration among the different entities comprising the EMS and healthcare delivery systems for the benefit of the patient. This goal is furthered by various provisions in the Core Requirements and in the Minimum Requirements. In addition, certain of the Competitive Criteria invite Proposers to propose higher levels of collaboration.

A. Clinical

1. Competitive Criterion: Quality Improvement

a) Minimum Requirements—Demonstrable Progressive Clinical Quality Improvement

LEMSA requires that the Contractor develop and implement a comprehensive quality management program that incorporates assuring compliance with the Agreement, minimum performance standards, and rules and regulations. The program shall also include structural

process and outcome indicators as part of a progressive clinical quality improvement process that is integrated with the EMS system's quality management program. The clinical indicators measured by all system participants will be developed through collaborative efforts of the first responder agencies, the Contractor, and the LEMSA and based on current EMS science and call demand. The LEMSA ultimately will approve and implement the quality monitoring and improvement plan to be used in the County by all EMS system participants. Proposers should review the LEMSA's quality management program requirements at http://cchealth.org/ems/quality.php.

The LEMSA supports a coordinated system of emergency services that are patient-centered, add value to the community served and improve patient outcome. Proposers must commit to a clear, concise, and implementable set of processes and practices designed to measure, trend and sustain tangible improvements for the patients and other customers served by the EMS system, the Proposer's employees who serve Contra Costa County, and the other agencies involved in the Contra Costa County EMS system.

The current level of the scientific research and the large number of variables outside the EMS system's control of patient outcomes limits the ability to define realistic and achievable outcome measures. In addition, accessing reliable outcome data may be limited. For these reasons, the Contractor will be expected to participate in the collection of both outcome and process measures to promote enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

Fundamental to a progressive clinical quality program is the proactive identification and management of potential risks to patient safety to prevent adverse occurrences rather than simply reacting when they occur. Contractor is to ensure that an ongoing, proactive program for identifying risks to patient safety and reducing medical/health care errors is defined and implemented.

Contractor will seek to reduce the risk of sentinel events and medical/health care system error-related occurrences by conducting its own proactive risk assessment activities (Failure Mode Effect Analysis-FMEA) annually on at least one identified, high-risk process and by using available information about sentinel events known to occur in EMS organizations that provide similar care and services. This effort is undertaken so that processes, functions and services can be designed and redesigned to prevent such occurrences in the organization.

Contractor will conduct and document one FMEA annually on at least one identified, high-risk process. Contractor will redesign the identified process to minimize the risk of that failure mode or to protect patients from its effects, teach and implement the redesigned process, identify and implement measures of effectiveness and implement a strategy for maintaining the effectiveness of the redesigned process over time.

In addition to generally committing to these Minimum Requirements, Proposers shall illustrate their ability to achieve them by describing their overall approach to comprehensive quality management.

b) Higher Levels of Commitment—Quality Management

In the majority of American EMS systems, "quality management" is limited to a retrospective evaluation of patient care reports. A growing number of EMS systems, however, are expanding the scope of their quality management efforts to include clinical performance indicators paired with an education system designed to effect clinical improvements. The LEMSA is committed to such a comprehensive model of quality management that, while patient centered, encompasses all vital functions within the system. This Competitive Criterion encourages Proposers to join in this commitment.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to, those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

A Proposal might incorporate the 2013-2014 Baldridge National Quality Program: Health Care Criteria for Performance Excellence. A copy of this program can be downloaded at www.nist.gov/baldrige/. The core areas addressed by this process provide a solid framework for a comprehensive and progressive quality management program. These areas include:

- Leadership;
- Strategic Planning;
- Focus on Patients, Other Customers and Markets;
- Measurement, Analysis, and Knowledge Management;
- Workforce Engagement;
- Process Management; and
- Results.

The Proposer's quality management capability could be supported by providing a list of Key Performance Indicators (KPI) for each of the key result areas utilized in Proposer's operations and proposed for Contra Costa County. Include a specific data definition and data source for each KPI.

CMS has adopted the "Triple Aim" concept to improve quality of care and the patient experience while controlling costs. This program forms the basis for the CMS value based purchasing arrangements for healthcare providers. The Proposer may describe how it intends to incorporate the "Triple Aim" premises in its quality management activities. More about the "Triple Aim" can be reviewed at the Institute for Healthcare Improvement website (http://www.ihi.org) and at CMS websites.

2. Competitive Criterion: Clinical and Operational Benchmarking

It is important for an organization to monitor and measure performance in all aspects of its operations. The definition of what activities are to be measured and monitored is an essential component.

a) Minimum Requirements— Clinical and Operational Benchmarking

Benchmarking of Key Performance Indicators (KPIs), including KPIs focused on clinical care is required. These include structure, process and outcome measurements. KPIs will evolve as part of ongoing EMS system performance improvement as approved by the EMS Medical Director and the LEMSA. KPIs will include State required core metrics in addition to local core performance indicators. The Contractor shall provide, on a monthly basis, information necessary to benchmark KPIs. KPIs focusing on clinical activities to be measured will include, at a minimum:

1. Response time performance by zone, priority, and County-wide;
2. Presumptive impressions at dispatch compared to field intervention;
3. Scene time and total pre-hospital time for time dependent clinical conditions like Acute Coronary Syndrome (ACS), stroke, and major trauma;
4. Cardiac arrest survival in accordance with Utstein protocols;
5. Fractal measurement of time to first defibrillation;
6. Compliance with protocols, procedures, timelines, and destinations for ST-Elevation Myocardial Infarction (STEMI) patients;
7. Compliance with protocols, procedures, and timelines for patients with pulmonary edema and congestive heart failure;
8. Compliance with protocols, procedures, and timelines for patients with asthma or seizures;
9. Compliance with protocols, procedures, and timelines for patients with cardiac arrest;
10. Compliance with protocols, procedures, timelines, and destinations for systems of care patients (e.g. Trauma, STEMI, Stroke, Cardiac Arrest);
11. Compliance with protocols, procedures, and timelines for assessment of pain relief;
12. Analysis of high risk, low frequency clinical performance issues and strategies to support competent care.
13. Successful airway management rate by entire system, provider type and individual, including EtCO2 detection;
14. Successful IV application rate by entire system, provider type and individual;
15. Complaint management;
16. Paramedic skill retention;
17. Use of mutual aid; and
18. Safety.

Contractor will be required to produce a periodic report that describes overall compliance with protocols and provides an analysis of which protocols have the most compliance challenges.

Proposers should describe their current and proposed benchmarking, KPI monitoring, and its method for regularly assessing compliance with EMS Medical Protocols.

b) Higher Levels of Commitment—Clinical and Operational Benchmarking

Measuring and monitoring KPIs on a regular and consistent basis promotes an organization's improvement and development. EMS organizations that are committed to improvement not only measure and monitor, but use the results to effect change. Proposers can demonstrate a higher level of commitment to measurement, monitoring, benchmarking, and improvement by documenting performance indicators that they measure and describing the use of the results.

Non-clinical performance indicators are relevant for operational, financial, or organizational advancement. Incorporating such focus areas demonstrates a higher level of commitment to performance and improvement.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

The Contractor's system for benchmarking might include non-clinical KPIs such as:

- employee injuries;
- vehicle collisions (>$250 damage) per 100,000 fleet miles;
- critical vehicle/equipment breakdowns (interfering with a response or transport) per 100,000 fleet miles;
- consumer satisfaction;
- employee turnover; and
- employee satisfaction.

Other KPI benchmarking might include comparing clinical data published by the National Association of EMS Physicians or other national organizations with other similarly designed clinically sophisticated systems. The organization's approach to learning and performance improvement using industry and non-industry benchmarking can also demonstrate higher levels of capability and commitment.

Participation in, or publishing the results of, peer reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. The Proposer might demonstrate a higher level of commitment by describing past participation in and proposed out-of-hospital research projects. For illustration, such projects might include but are not limited to research involving:

- Impacts of Public Access Defibrillation (PAD);
- Reduction of "at scene" time;
- Reduction of "at patient" status to first shock or ALS intervention;

- Other research projects as approved by the EMS Medical Director.

3. Competitive Criterion: Dedicated Clinical Oversight Personnel

It is LEMSA's goal that all organizations participating in the Contra Costa County EMS system have adequate and competent oversight and management of the clinical services and quality improvement activities.

a) Minimum Requirements—Clinical Leadership Personnel

A senior manager shall be responsible for oversight and management of the key performance indicators and ongoing organization-wide quality management programs.

The Contractor shall provide a physician (may be part-time) and a full-time Registered Nurse or Paramedic with specialized training and experience in quality improvement to implement and oversee Contractor's on-going Quality Management program. These individuals shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Agreement. At a minimum, the Contractor shall provide and maintain two full-time Clinical and Educational Services positions, in addition to the individual identified to oversee the Contractor's on-going quality managment program. In addition, the Contractor shall provide at least one full-time Analyst to evaluate Patient Care Reports and eighty (80) compensated hours per month for designated field personnel to participate in clinical quality improvement activities.

The LEMSA's minimum requirement for EMS quality improvement, education and training is the IHI Open School Basic Certificate. Information can be found at http://www.ihi.org/education/IHIOpenSchool/Courses/Pages/OSInTheCurriculum.aspx. Within eighteen months, the full-time staff dedicated to quality management and education will have completed an IHI Open School Basic Certificate.

Proposers are required to document their commitment to have the senior members of their Contra Costa County operating unit actively participate in the leadership and oversight of the EMS quality management system. This commitment includes, but is not limited to, active participation of Proposer's senior leadership in meetings related to EMS and public health and safety coordinated by the LEMSA and actively participating in projects designed to improve the quality of EMS in the County of Contra Costa.

The Proposer shall describe its commitment of leadership to clinical quality and describe the individual to oversee its clinical quality program including a job description and reporting relationships.

b) Higher Levels of Commitment—Clinical Leadership Personnel

An organization's commitment is demonstrated by the caliber, qualifications, and expertise dedicated to an endeavor.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. Implementing specific programs and activities to fully engage the workforce in quality management, such as peer review activities, medical audits, etc.;
2. The quality management competencies that members of the leadership team will possess including their ability to analyze performance data and conduct improvement projects;
3. Methods used to communicate openly with the workforce and to assess the effectiveness of this communication;
4. Activities used by the organization to communicate performance data to the members of the workforce involved in the process whose performance is being monitored;
5. Strategies used by the organization's leadership team to promote legal and ethical behavior for themselves and the entire organization;
6. The organization's process for handling breaches of ethical behavior;
7. Activities of the organization's leadership to promote a culture focused on patient and employee safety;
8. Procedures used by the organization to handle situations that have or may have had an adverse impact on patients or the public;
9. Commitment to patient safety; and
10. Transparency and public reporting of clinical performance and benchmarks.

4. Competitive Criterion: Medical Direction

Ambulance services employ Medical Directors to lead the clinical care services. The involvement, commitment, and expertise expected from the Medical Director should directly contribute to the Contractors clinical service levels, quality of care and quality management and improvement

a) Minimum Requirements—Medical Direction

Proposer shall engage a physician as its Medical Director to oversee the Contractor's clinical activities. The Proposer shall identify its Medical Director and provide a curriculum vita outlining his or her experience and qualifications. Proposer shall also provide a job description or contract, which specifies expectations as to role, responsibilities and time commitment of the Medical Director. These roles are separate and distinct from that of the LEMSA Medical Director and have no statutory authority within the EMS system for medical oversight.

b) Higher Levels of Commitment— Medical Direction

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. Demonstrate higher levels of Medical Direction commitment by emphasizing the individual's qualifications such as Board Certification in Emergency Medicine, completion of the NAEMSP Medical Director's Course, etc.
2. Committing the Medical Director to active involvement with the Contractor and its employees, training, research, field observation, and pledges to work with the LEMSA Medical Director.
3. Committing to support its Medical Director in liaising with other members of the Contra Costa County medical community to identify and support the system's standard of care and to identify and resolve issues that may arise.

5. Competitive Criteria: Focus on Patients and Other Customers

Clinical quality is not measured solely by the patient's physical outcome. It is important to monitor and analyze the entire interaction of the patient and customers within the EMS system.

a) Minimum Requirements—Focus on Patients and Other Customers

At a minimum, the Contractor shall have a comprehensive mechanism for handling patient and customer complaints or issues. The Proposer shall describe the organization's mechanism for managing complaints. Include methods for receiving, investigating, resolving, and tracking complaints. Include the method for analyzing complaint patterns along with examples of improvement activities that have resulted from this analysis.

Contractor shall establish and publish a user-friendly Customer Access Hotline giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The number may either be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The hotline number will be published in the local telephone directory and on the Contractor website and publicized at local healthcare facilities, fire stations, and public safety agencies. Members of the Contractor's leadership team are to be automatically notified of any incoming calls. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require feedback are to be attended to by the end of the next business day.

b) Higher Levels of Commitment—Focus on Patients and Other Customers

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. Identify how the organization determines the desires, needs, and expectations of patients and other customers. Include a list of key customer groups other than patients.
2. Discuss the mechanisms the organization uses to incorporate the "voice of the customer" in planning processes.
3. Other aspects of healthcare have documented inequalities in diagnosis and treatment based on age, ethnicity, and gender. Describe the organization's system

for assuring and monitoring equitable EMS care to traditionally underserved patients such as children, the elderly, homeless, substance abusers and mental health patients as well as to all patients based on neighborhood, age, gender, and ethnicity.

4. Describe and provide detailed examples of the methods the organization uses to assess and monitor the effectiveness at meeting the needs and desires of patients and other customers. If possible, provide examples of what you have learned by using these monitoring methods and the action you have taken to improve the service to patients and other customers.
5. Most EMS systems engage in infection control practices designed to protect providers from acquiring infections. Fewer EMS systems engage in hygiene practices that are designed to protect patients from contamination. Describe the mechanism for providing infection control for employees, system partners in healthcare and patients.

6. Competitive Criterion: Continuing Education Program Requirements

a) Minimum Requirements— Continuing Education

Contractor shall provide in-house or sub-contracted in-service training programs designed to meet state and LEMSA licensure/certification requirements at no cost to employees. All in-service and continuing education programs must comply with state regulations. The EMS Medical Director may mandate specific continuing education programs and content requirements, and the LEMSA may review and audit any continuing education programs offered by the Contractor.

b) Higher Levels of Commitment—Continuing Education

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. Targeting educational content to address local system needs;
2. Expanded content of training program offerings;
3. Introduction of innovative educational/training methods; and
4. Measuring competency with specified skill sets.

B. Operations

1. Competitive Criterion: Dispatch and Communications

Ambulance Response Times are impacted by the efficiency and reliability of the dispatch system referring calls to the sometimes-complex communication chain connecting a local resident or visitor who has just dialed 9-1-1 to the ambulance crew, which is asked to respond to the incident address. This communication chain varies between different jurisdictions within Contra Costa County.

This RFP is intended to promote a higher level of collaboration between the Contractor and County PSAPS, designated dispatch centers and public safety agencies to improve the efficiency and reliability of communications between those entities. The goal in this Competitive Criterion is to improve efficiency and promote a seamless dispatch process by minimizing the transfer of calls or information from the calls.

a) Minimum Requirements—Dispatch and Communications

It is anticipated that during the term of the Agreement the County will make significant changes in the medical dispatch process. The EMS Modernization Project calls for a single medical dispatch center with full implementation of prioritization of ambulance requests. At a minimum, the Proposer shall commit to this improvement in the medical call-taking and dispatch processes and agree to work with the LEMSA and County to effect such changes. The Proposer shall agree to negotiate with the LEMSA and the County in good faith to achieve these goals.

The Contractor shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services from County designated dispatch centers.

Staffing levels shall be such that electronic or telephonic notifications from the County designated public safety dispatch centers are answered or responded to within fifteen (15) seconds, 95% of the time, and that ambulances are dispatched to respond to Emergency Requests within thirty (30) seconds, 90% of the time, from the receipt of information establishing a location and priority for the response.

The Contractor and its Dispatch Center staff shall maintain a professional relationship and level of interaction with other public safety dispatch centers and medical facilities, both within and outside of the County.

The Contractor is required to provide CAD-to-CAD interfaces with the designated medical dispatch centers within the County to expedite the transmission of call information in order for the Contractor to dispatch its units, based on the "Automated EMS Message Transmission Network Specification" available on the EMS website at http://cchealth.org/ems/pdf/mtnspec v1.5.pdf.

The Contractor shall provide access for LEMSA staff members to access the Contractor's CAD to audit and create reports for system performance monitoring.

Contractor shall be responsible for all mobile radio equipment and cellular phones for use in the field including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system. This will enable Contractor to effectively receive communications from the Contractor's Dispatch Center and shall be capable of receiving and replying to such requests for emergency ambulance services by voice or data linkage.

1. Contractor's communications system shall be capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to this Agreement including communicating with hospitals and other public safety agencies as required in a declared disaster situation. Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff about the patient. The Contractor's ambulance crews shall be capable of transmitting 12-lead ECGs to receiving facilities.
2. Contractor shall equip all ambulances and supervisory vehicles used in performance of services in Contra Costa County with radio equipment for communications with Contractor's Dispatch Center, East Bay Regional Communications System (EBRCSA), and suitable for operation on the (CALCORD) California On-Scene Emergency Coordination Radio System. Radios operated on EBRCS shall be P25 Phase 2 compliant (additional information regarding EBRCSA is available at http://www.ebrcsa.org).
3. Contractor shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission (FCC), and in conformance with all applicable LEMSA rules and operating procedures.
4. Contractor shall ensure access to cellular telephones for use on ambulances and supervisory units.
5. Contractor shall equip all ambulances with Automatic Vehicle Location (AVL) devices. Contractor shall make available to LEMSA designated dispatch centers the real-time AVL information for on-duty ambulances and supervisory units within the County.

Proposers shall fully describe how they intend to comply with the minimum requirements listed above and include a description of the equipment and technology to be used.

b) Higher Levels of Commitment— Dispatch and Communications

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. Contractor may identify a means and commit to implementation of combined call-taking and dispatch of ambulances meeting the goals identified in the EMS Modernization Project Report in all or part of the EOA.
2. Contractor may collaborate with existing PSAPs and dispatch centers to locate or consolidate PSAP/Dispatch operations.
3. Other Strategies to Reduce Response Times: Proposers may propose other reasonably achievable strategies to be undertaken at the Contractor's expense, which would be likely to materially reduce ambulance Response Times across all or any significant part of the EMS system.
4. Proposer may commit a defined annual amount to contribute to the consolidation of the medical dispatch centers. This amount may be stipulated for the Contractor to provide call-taking and dispatch with the transfer of callers from County PSAPs or it

may be an amount contributed to another agency providing call-taking, dispatch, and deployment of ambulances. The contribution can include funding, assignment of personnel, or the provision of other services.

2. Competitive Criterion: Vehicles

Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Contractor.

a) Minimum Requirements—Vehicles

At a minimum, the Contractor shall meet the requirements listed below.

1. All ambulances shall meet the standards of Title XIII, California Code of Regulations.
2. Ambulance vehicles used in providing contract services shall bear the markings of the County logo and "Contra Costa County Emergency Medical Services" in at least four (4) inch letters on both sides. Such vehicles shall display the "9-1-1" emergency telephone number and state the level of service, "Paramedic Unit," on both sides.
3. Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 9-1-1 or any other advertisement.
4. Overall design, color, and lettering are subject to the approval of the Contract Administrator.
5. Proposer shall describe the ambulance and supervisory vehicles to be utilized for the services covered under the Agreement.
6. Ambulance replacement shall occur on a regular schedule and the Proposer shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System.
7. Each ambulance shall be equipped with GPS route navigation capabilities.

b) Higher Levels of Commitment—Vehicles

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. Documenting the type, age, mileage, and configuration of the ambulance fleet and supervisory vehicles; and
2. Installing equipment and selecting vehicles that provide innovations for safety, specialized transport capabilities, reduced environmental impact, etc.

3. Competitive Criterion: Equipment

Acquisition and maintenance of all equipment including parts, supplies, spare parts, and costs of extended maintenance agreements shall be the responsibility of the Contractor.

a) Minimum Requirements—Equipment

Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment will meet or exceed the minimum requirements of LEMSA's Ambulance Equipment and Supply List. A listing of the required on-board equipment, medical

equipment, and supplies can be found on LEMSA's website. Contractor shall also comply with the specific pediatric equipment requirements as specified in EMSA #188, *Pediatric Equipment for ambulance and First Responders*.

Contractor agrees that equipment and supply requirements may be changed with the approval of the Contract Administrator due to changes in technology.

LEMSA may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements contained in the Ambulance Equipment and Supply list as determined by the LEMSA, the LEMSA may:

1. Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission;
2. Subject the Contractor to a $500.00 penalty; and
3. The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. The LEMSA may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.

b) Higher Levels of Commitment—Equipment

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. Providing equipment or technologies above those required by the minimum equipment list. These additional items may include advances in clinical care capabilities, opportunities for increasing safety for crewmembers and patients, and items to increase ease of work, improve efficiency or make efforts more effective.
2. Providing "smart" technologies that are blue tooth or otherwise compatible with data systems and electronic patient care records to improve patient care delivery, oversight and enhance performance improvement.

4. Competitive Criterion: Vehicle and Equipment Maintenance

a) Minimum Requirements—Vehicle and Equipment Maintenance

Contractor shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work. LEMSA expects that all Ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. Any Ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must be immediately removed from service.

The appearance of ambulances and equipment impacts customers' perceptions of the services provided. Therefore, the LEMSA requires the Ambulances and equipment that have defects, even significant visible but only cosmetic damage, be removed from service for repair without undue delay.

Contractor must ensure an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system.

Contractor must ensure all point of care equipment on the ambulance meets CLIA standards and submit a description of the program used to assure compliance.

All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties, shall be at the Contractor's expense.

b) Higher Levels of Commitment—Vehicle and Equipment Maintenance

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. Proposer offers to exceed the maintenance standard as outlined in the Standards—Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance services; and/or
2. The Proposer describes how it will exceed minimum requirements for the testing, monitoring, maintaining, and retaining documentation for all bio-medical equipment such as complying with the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or equivalent standard.

5. Competitive Criterion: Deployment Planning

The Contractor will be expected to work continuously to refine and improve its coverage and deployment plans throughout the term of the Agreement. All plan modifications will be at Contractor's sole discretion and expense.

a) Minimum Requirements—Deployment Planning

Contractor shall agree to deploy its ambulances in such a manner to achieve the Response Time requirements. The Contractor shall also commit to modify and adjust its deployment strategies in the event that Response Time performance is not complying with the standards or if it is identified that there are areas of the County, which are chronically experiencing delayed responses.

The Proposer shall describe its methods and initial deployment plans to be used in Contra Costa County. A description of the methodology used by the organization to monitor and modify its plans will also be documented. At a minimum, the Contractor shall identify the average number of unit-hours deployed each week, the number of units on-duty by hour-of-day and day of week, and the posting locations for ambulances.

b) Higher Levels of Commitment—Deployment Planning

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. The Proposer describing sophisticated processes it has developed or will use to achieve exemplary Response Time performance; and/or
2. The identification and use of technologies or managerial processes to enhance Response Time performance.
3. The Proposer will describe processes to provide real time situational awareness to other EMS System stakeholders to facilitate patient care delivery e.g. alerts or visual displays.

C. Personnel

The LEMSA recognizes that those employed in the Contra Costa County EMS system ultimately determine the effectiveness and quality of the service. Proposers are encouraged to focus on employees especially as it pertains to safety, workload, advancement opportunities, and compensation.

1. Competitive Criterion: Field Supervision

The LEMSA recognizes the Contractor's need to ensure adequate supervision of its personnel and the delegation of authority to address day-to-day operational needs. The LEMSA also desires that these personnel and operational supervisory responsibilities do not displace the Contractor's provision of direct clinical supervision of the Contractor's caregivers.

a) Minimum Requirements—Field Supervision

Contractor shall provide 24-hours a day on-duty field supervisory coverage in each geographic area of the EOA (West, Central and East) within Contra Costa County. An on-duty employee or officer must be authorized and capable to act on behalf of the Contractor in all operational matters.

The Proposers shall also specifically describe how its Supervisors are able to monitor, evaluate, and improve the clinical care provided by the Contractor's personnel and to ensure that on-duty employees are operating in a professional and competent manner.

All field supervisory level staff will have successfully completed ICS 100, 200, 300 & 400, NIMS 700 & 800.

b) Higher Levels of Commitment—Field Supervision

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. The provision of a dedicated supervisor(s) and vehicle(s) for Contra Costa County coverage;
2. Demonstrate that all areas of the EOA have adequate dedicated supervision that is committed to supervision and support of field personnel and the community and that their administrative tasks are limited in order to allow this high level of interaction.
3. Specialized training for supervisors (i.e. Strike team leadership, patient safety and leadership);
4. Exemplary qualification requirements; and
5. Other defined activities to support and supervise field personnel.

2. Competitive Criterion: Work Schedules

This is a performance-based Agreement and Contractor is encouraged to be creative in delivering services. Contractor is expected to support employees by employing reasonable work schedules and conditions.

a) Minimum Requirements—Work Schedules

The LEMSA emphasizes that the Contractor is responsible for conducting the employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement ultimately executed by Contractor. The LEMSA will not otherwise involve itself in Contractor's management/employee relationships.

Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. To mitigate fatigue and safety concerns, Contractor's paramedics and EMTs working on an Emergency Ambulance or as a field supervisor should work reasonable schedules to ensure that potential fatigue and the resulting safety issues are reduced.

Proposer shall describe its policies and procedures used to monitor employee fatigue and impairment.

b) Higher Levels of Commitment—Work Schedules

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

The delineation of monitoring mechanisms, procedures, and policies designed to ensure that employees are not overworked or expected to work for extended time periods that may cause fatigue and impair the employee's ability to perform safely and appropriately.

3. Competitive Criterion: Internal Risk Management/Loss Control Program

Education and aggressive prevention of conditions in which accidents occur are the best mechanism to avoid injuries to Contractor staff and Patients.

a) Minimum Requirements—Risk Management

The LEMSA requires Contractor to implement an aggressive health, safety, and loss mitigation program including, at a minimum:

1. Pre-screening of potential employees (including drug testing);
2. Initial and on-going driver training;
3. Lifting technique training;
4. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents; and
5. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues.
6. Ensure DEA compliant medication control processes.

Planning for safety and risk mitigation processes will include, at a minimum:

1. Gathering data on ALL incidents that occur among the Contractor's workforce;
2. Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
3. Gather safety information as required by law;
4. Implement training and corrective action on safety related incidents, as required by law; and
5. Provide safe equipment and vehicles.

Proposer shall describe its risk management program.

b) Higher Levels of Commitment—Risk Management

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

Implementation of a comprehensive safety and risk management plan that involves employees, analyzes processes, monitors safety activities, and incorporates all processes into policies, procedures and training programs designed to enhance safety for the workforce and patients.

4. Competitive Criterion: Workforce Engagement

An experienced, highly skilled, well rested, and satisfied workforce is essential to the provision of high quality EMS services. Proposers are encouraged to meet with current system employees and their labor representatives prior to submitting proposals.

a) Minimum Requirements—Workforce Engagement

At a minimum, the Proposer shall describe and document the following:

1. Describe the organization's method for providing system and individual performance feedback to employees.
2. Describe the organization's mechanism for involving front line employees in quality and performance improvement projects.
3. Describe the credentialing requirements for the employees including but not limited to EMT's, paramedics, supervisors, dispatchers, and mechanics.
4. Describe the methods to assess, maintain, and develop new skills for employees in the workforce.
5. Describe the organization's practices to ensure diversity in the workforce. Address the organization's level of diversity alignment with the communities that you serve.
6. Describe the organization's practices and policies designed to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.
7. Impaired providers present a significant safety risk for patients, partners, and others in the community. Proposers should describe their commitment to ensuring that providers are free from the influence of alcohol and intoxicating drugs.
8. Describe the organization's processes to ensure harmonious relationships with other EMS System stakeholders.

b) Higher Levels of Commitment— Workforce Engagement

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to the following. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. The organization's process for assessing the engagement and satisfaction level of employees. Include description of an ongoing process that produces qualitative and quantitative KPIs for employee satisfaction.
2. The method used by the organization for two-way communication between front line employees and the leadership team.
3. The organization's mechanism for encouraging, gathering, providing feedback on and acting on employee improvement suggestions.
4. The development of a career ladder and professional development process for members of the workforce. Include a description of the succession plan for key positions.
5. The method for recognition of workforce patient care excellence and contributions.

D. Management

1. Competitive Criterion: Key Personnel

a) Minimum Requirements—Key Personnel

Proposers shall identify the individuals who will fill the key leadership positions for Contra Costa County. Provide resumes for the individuals. If the positions have not been filled for Contra Costa County, provide the job descriptions that will be used for the positions that include minimum qualifications and scope of responsibilities.

Identify out-of-county leadership personnel who will be actively involved in the Contra Costa County operations, if applicable. Include their resumes, qualifications, and scope of responsibilities.

b) Higher Levels of Commitment—Key Personnel

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. Provision of on-going training for key managers and development programs for EMS managers and supervisors offered to those personnel at no cost. While there is no specific program regarding the exact content of the development program, managers should receive training similar to the content provided in the American Ambulance Association's Ambulance Service Manager Certificate Program.
2. Stability of the Contractor's leadership team directly correlates with the continuation of the performance of the EMS system. The Proposer may describe how it will ensure continuity and reduce managerial turnover in the system.
3. Assignment of key personnel to participate in countywide initiatives e.g. Health Information Exchange, Quality Improvement and Community Outreach.

E. EMS System and Community

1. Competitive Criterion: Supporting Improvement in the First Response System

The EMS system in Contra Costa County is collaboration among numerous related and unrelated agencies, which are dependent on one another to assure positive outcomes for the individuals being served. The LEMSA's goals regarding this collaborative system include: 1) provide a seamless handoff of patients by first responders to the emergency ambulance service; and 2) achieve the prevailing industry standard with respect to the provision of training to first responders.

The emergency ambulance service can play a role as a partner within the pre-hospital EMS system that is concerned with the provision of emergency medical services to people who are seriously injured or ill. As a result, the ambulance service provider has, in many communities, emerged as the organization charged with facilitating ongoing and enhanced EMS training within the EMS system. This is a cost of doing business recognized by ambulance providers across the country and serves a practical source of such training in most communities. It is also the logical source for such training, because the ambulance provider is the entity with a direct role in the most EMS responses in the County.

The LEMSA and the County desire to increase collaboration between the first responders and the ambulance service. This increased collaboration may take many forms including formal agreements or combined work and training activities. The Proposers are not expected to

negotiate formal agreements with other EMS participants prior to the award of the Agreement. If a Proposer proposes to commit to a collaborative arrangement as described in this section, it is only necessary to state that commitment and describe the terms on which the Proposer is willing to collaborate in the Proposal.

a) Minimum Requirements—First Response System

Proposer must commit to:

1. Exercise its best, good faith efforts to maintain positive working relationships with all first response agencies across the EOA;
2. Make continuing EMS education services available without cost to all first responders across the EOA at the level prevailing in the industry;
3. Restock at the Contractor's cost basic life support supplies utilized on a one-for-one basis, based on utilization on calls by first response agencies;
4. Provide internship opportunities for EMT or paramedic students, giving preference to students from training programs located in Contra Costa County; and
5. Contractor shall designate from among its employees a single individual as its contact person/liaison for the First Response agencies.

Proposers shall describe in detail how they intend to address the Minimum Requirements listed above.

b) Higher Level of Commitment—First Response System

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

Proposers may propose strategies to strengthen the collaborative interface between the Contractor and first responders and to improve the quality and efficiency of the EMS response system through support for first responders and other agencies integral to the provision of emergency services. Examples of possible strategies include:

1. Shared medical direction with the provider
2. Group purchasing arrangements that may allow First Responder agencies to acquire medical equipment and non-exchanged supplies at a lower cost
3. Collaborative training programs
4. Collaborative strategies to address call surges, including possible coordination of responses during MCI and other disaster events.
5. Coordination between or collaborative continuous quality improvement programming
6. EMS Week Recognition and Awards Program Sponsorship
7. Coordination of public education initiatives and programming
8. Coordination of injury and illness prevention programs
9. Collaborative public information services
10. If fire districts within the EOA impose a first responder fee, the Contractor may negotiate with the districts to provide billing and collection services for these fees.

11. In the Contractor's response for Plan B, the contractor may provide additional support to the ALS and BLS first responders. This support may include financial and/or provision of services to the first responders.
12. Proposers may propose other reasonable achievable strategies to be undertaken at the Contractor's expense, which would be likely to materially expand or enhance the capacity of first responder agencies to provide services more effectively or economically.

    It is recognized that some of the suggestions for a "higher level of commitment" in connection with this Competitive Criterion "Supporting Improvement in the First Response System" may be relevant to a Proposer's response to other Competitive Criteria or to certain Core Requirements. As noted above, information provided in response to other requirements or criteria cannot be taken into account when rating the Proposer's response to this Competitive Criterion. If Proposers desire that previously provided information or offerings be considered under this criterion, the specific commitments should be repeated in the response to this criterion. Proposers desiring to offer a higher level of commitment in response to this Competitive Criterion should set forth here a comprehensive description of the collaborative working relationship they intend to offer to local first responder agencies, including a description of each of the specific components and commitments, which the Proposer is offering.

2. Competitive Criterion: Health Status Improvement and Community Education

The LEMSA desires that its Contractor take significant steps to improve injury and illness prevention and system access through community education programs provided to the school system and community groups. It is the LEMSA's expectation that Contractor will plan such programs working collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

a) Minimum Requirements—Community Education

Contractor will allocate one hundred thousand dollars ($100,000) under Plan A and three hundred thousand dollars ($300,000) under Plan B annually for community education and improvement activities. The Proposer shall describe how these funds will be used for the benefit of the Community.

Contractor shall annually plan and implement definitive community education programs, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance, supporting HeartSafe Communities initiatives, Public Access Defibrillation programs, conducting citizen and school based CPR training events, participation in EMS week and other educational activities involving illness and injury prevention, system awareness/access, and appropriate utilization of the EMS system.

Proposers shall describe their planned community education program for both Plans A and B.

b) Higher Level of Commitment—Health Status Improvement and Community Education

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include, but are not limited to those described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

According to the UCSF Center for Health Professions, on a national level, the ethnic compositions of the EMT and paramedic workforce does not fully reflect the U.S. population. This is of some concern because EMTs are frequently involved in situations where cultural understanding is vital, particularly in urban areas. Accordingly, Contractor may collaborate with the LEMSA and public health officials to develop and facilitate EMT training programs, internships and related opportunities for Contra Costa County residents from racial/ethnic and income groups that are underrepresented among health and emergency medical professionals.

Proposer may offer to undertake projects that shall demonstrably improve the health status in the community. Health status improvement programs targeted to "at-risk populations" may include, but are not limited to: seat belt use, child passenger safety program, bike helmet and safety program, participation in NTHSA Safe Communities Program, Every 15 minutes, 9-1-1 awareness, gun safety, hunting safety, Back to Sleep Program, Safely Surrendered Baby Program, drowning prevention, earthquake and disaster preparedness, concussion prevention programs, equestrian accident prevention, senior safety program, and home hazard inspection program.

The impact of health status improvement projects should be statistically demonstrable. For example, this includes selecting indicators that can be used to measure the process and outcomes of an intervention strategy for health improvement, collecting and analyzing data on those indicators, and making the results available to the community to inform assessments of the effectiveness of an intervention and the contributions of participating entities.

Steps in the health improvement projects may include:

- Analyzing the community's health issues
- Inventorying resources
- Developing a health improvement strategy
- Establishing accountability for activities
- Monitoring process and outcomes
- Developing partnerships with Public Health, Law and Human Services

Contractor may seek external grant funding for health status improvement projects.

F. Integration with Healthcare Providers

1. Competitive Criterion: Collaboration with Healthcare Providers

The evolving role of EMS and dramatic changes in the healthcare delivery systems provide a challenge and opportunity in Contra Costa County.

The successful bidder will collaborate with hospitals, healthcare systems, mental health providers, County Health Services, and others involved in community health.

It is anticipated that the Contractor will enter into agreements with various healthcare agencies for provision of ambulance transportation and other services during the term of the Agreement. The Contractor will include the County as party on all such agreements so in the event of a Contractor change the agreements will be remain in force within the EOA and/or County.

a) Minimum Requirements— Collaboration with Healthcare Providers

The Proposer will describe its commitment to furthering collaboration with other healthcare providers within the EOA and County. The Proposer will also describe its commitment to working with the LEMSA and healthcare providers to implement a standardized electronic health record to be shared among the caregivers.

b) Higher Level of Commitment—Collaboration with Healthcare Providers

Proposer may demonstrate a higher level commitment considering the items described below. These are examples only and these examples are not listed to inhibit Proposers' innovative offerings.

1. Commiting to a more significant role in establishing the out-of-hospital electronic healthcare record including first responder and ambulance patient care data and its immediate dessimination to the receiving facility. This may include the commitment of specific software, equipment, and/or funding.
2. Provide Letters of Interest (LOI) with existing healthcare providers indicating a desire to establish services to healthcare systems beyond those covered under this RFP.
3. Identify activities that the Contractor will undertake to create the opportunity for expanded mobile health care services to support community health and integrated healthcare within the County and the State.

SECTION VI. FINANCIAL CRITERIA

A. Financial Strength and Stability

The Proposer must provide documentation of its financial strength and stability as a going concern. The Proposer must satisfy the LEMSA that it can financially support the services covered in this RFP and be able to afford losses that may arise from inaccurate estimates of revenue, expenses, fines, and resource requirements necessary to comply with the performance standards identified in this RFP. Specifically, the LEMSA desires an understanding of the Proposer's financial stability, Liquidity (solvency), financial leverage (debt), asset efficiency (management or turnover), profitability, revenue recovery performance and other financial indicators.

The documents requested in this Section are to be included in separately sealed containers and will be evaluated by an independent entity engaged to evaluate the financial components. They will not be examined by the Review Panel.

The information requested in this Section will allow for the determination of the Proposers' current financial situation and allow an assessment of the Proposers' projected revenue and expenses in order to establish reasonableness.

B. Financial Situation Documents

1. Financial Statements

Provide year-end financial statements for the last three years and the most recent year-to-date financial statements. These should support the organization's financial ability to perform the services included in this RFP and the Proposal.

2. Audited Statements

Provide independently audited financial statements for the most recent fiscal year.

3. Financial Commitments

Provide a list of commitments, and potential commitments, which may impact assets, lines of credit, guarantor letters or otherwise affect the responder's ability to perform the Contract. Identify current lines of credit and available funds remaining. Document any potential events, litigation, contract failures, judgments, or other actions that may significantly impact the Proposer's financial situation.

4. Working Capital

The Proposer shall describe its working capital sources and quantify the amount it expects to need for startup and improvements to the Contra Costa County EMS system. The information shall include the estimated amount of start-up capital required to finance administration and ambulance operations for the first six (6) months of the Agreement. Include the source of this capital and if any part of it will be borrowed, include verification from a financial institution that your organization is approved or pre-qualified to borrow sufficient funds. Provide any assurances for such funding from

parent or related organization in the form of a letter guaranteeing the amount of funding that may be necessary for start-up and on-going losses if projections are inadequate.

5. Performance Security

The Proposer shall document its method and ability to provide the required performance security.

6. Financial Interests

The Proposer shall disclose and describe any financial interests in related businesses.

C. Financial Projections

The Proposer is required to complete a pro forma budget for the first three (3) years of operation under the Agreement.

1. Revenue projections

All Proposers shall use the same assumptions regarding call volume, payer mix, and charges in the preparation of the revenue projections for the first three years. The Proposers will be expected to use their experience or consultants to derive the service mix, cash flow projections, CPI increases, and per transport collection by payers.

The most recently available payer mix is available in Section I.H.4 of this RFP. The fixed charges are included in Appendix 10 and the methodology for determining the annual charge increases is described in Section IV.H.3.b. The total call and transport volume is provided in the separate electronic CAD files.

The Proposer shall complete the Basis for Revenue Projections included in Appendix 14

2. Revenue Flow Projections

The revenue generated from ambulance transports is not received the date that the transport occurs. All Proposers shall complete the Revenue Flow Projections included in Appendix 15. This is to be completed solely based on transports occuring after start-up. An incumbent provider should not include revenue derived from transports prior to the contract start date.

3. Expense Projections

The Proposers' expenses are going to vary between Plans A and B. Therefore three-year expense projections will need to be provided for in each Plan. In addition to the expense budget line items, the Proposers shall document their assumptions used to develop the pro formas. The required documentation of assumptions and expense budget templates are included in Appendix 16.

4. One-Time Start Up and Capital Items

The one-time expenses for start-up shall be documented on the template provided in Appendix 17. Some of these expenses may not be required on an incumbent provider, but the incumbent should complete the value of existing assets in the template.

5. Pro Forma Summary

The comparison of revenue and expenditures shall be summarized in the template provided in Appendix 18. This shall be completed for each plan and for each of the first three years of operation.

D. Pricing

The Proposer is required to complete and sign the Price Sheet Form for ALS interfacility transports. The Price Sheet Form is included in Appendix 19.

Appendix 1

MANDATORY TABLE OF CONTENTS

Appendix 1

Mandatory Table of Contents

FACE SHEET (FORM IN APPENDIX 9-EXHIBIT A)

SECTION I. EXECUTIVE SUMMARY

SECTION II. SUBMISSION OF REQUIRED FORMS

A. Insurance Certificates (Requirements in Appendix 12)

B. Debarment and Suspension Certification (Form in Appendix 9-Exhibit B)

C. References (Form in Appendix 9-Exhibit C)

D. Investigative Authorization-Individual (Form in Appendix 9-Exhibit D)

E. Investigative Authorization-Entity (Form in Appendix 9-Exhibit E)

SECTION III. QUALIFICATION REQUIREMENTS

A. Organizational Disclosures

1. **Organizational ownership and legal structure**

Supporting documentation required.

2. **Continuity of business**

Supporting documentation required.

3. **Licenses and permits**

Supporting documentation required.

4. **Government investigations**

Supporting documentation required (May be in electronic format).

5. **Litigation**

Supporting documentation required. (May be in electronic format)

B. EXPERIENCE AS SOLE PROVIDER

1. Demonstrate Capability in Lieu of Experience

Supporting documentation required for applicable qualifications in this section.

2. Comparable experience

Supporting documentation required.

3. Government contracts

Supporting documentation required.

4. Contract Compliance

Supporting documentation required.

C. Demonstrated Response Time Performance

Supporting documentation required.

D. Demonstrated High Level Clinical Care

Supporting documentation required.

SECTION IV. CORE REQUIREMENTS

A. Two Service Plans are to be Addressed

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.A.
_____ Proposer takes exception to provisions contained in Section IV.A. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

B. Contractor's Functional Responsibilities

1. Basic Services

2. Services Description

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.B. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.B. (1.-2.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

C. Clinical

1. Clinical Overview

2. Medical Oversight

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.C. (1.-2.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

3. Minimum Clinical Levels and Staffing Requirements

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.3.
_____ Proposer takes exception to provisions contained in Section IV.C.3 as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

D. Operations

1. Operations Overview

a) Emergency Response Zones

Attestation for Plan A
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.1.a.
_____ Proposer takes exception to provisions contained in Section IV.D.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

Attestation for Plan B
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.1.a.
_____ Proposer takes exception to provisions contained in Section IV.D.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) All Emergency and Non-emergency ALS Ambulance Calls

c) Primary Response to Isolated Peripheral Areas of the EOA

d) Substantial Penalty Provisions for Failure to Respond

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.1. (b.-d.)
_____ Proposer takes exception to provisions contained in Section IV.D.1. (b.-d.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

2. Transport Requirement and Limitations

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.2. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.D.2. (a-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

3. Response time Performance Requirements

a) Description of Call Classification

b) Response Time Performance Requirements

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.3. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.D3. (a-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

c) Summary of Response Time Requirements

Attestation for Plan A
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.3.c.
_____ Proposer takes exception to provisions contained in Section IV.D.3.c. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

Attestation for Plan B
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.3.c.
_____ Proposer takes exception to provisions contained in Section IV.D.3.c. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

4. Modifications During the Term of Agreement

5. Response Time Measurement Methodology

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.4 and IV.D.5. (a.-i.)
_____ Proposer takes exception to provisions contained in Section IV.D.4 and IV.D.5. (a.-i.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

6. Response Time Exceptions and Exception Requests

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.6. (a.-c.)
_____ Proposer takes exception to provisions contained in Section IV.D.6. (a.-c.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

7. Response Time Performance Reporting Procedures and Penalty Provisions

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.7. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.D.7. (a.-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

8. Fleet Requirement

9. Coverage and Dedicated Ambulances, Use of Stations/Posts

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D. (8.-9.)
_____ Proposer takes exception to provisions contained in Section IV. D. (8.-9.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

E. Personnel

1. Treatment of Incumbent Work Force

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.E.1.
_____ Proposer takes exception to provisions contained in Section IV. E.1. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

2. Character, Competence and Professionalism of Personnel

3. Internal Health and Safety Programs

4. Evolving OSHA & Other Regulatory Requirements

5. Discrimination Not Allowed

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.E.(2.-5.)
_____ Proposer takes exception to provisions contained in Section IV. E.(2.-5.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

F. Management

1. Data and Reporting Requirements

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.F.1. (a.-d.)
_____ Proposer takes exception to provisions contained in Section IV. F.1. (a.-d.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

G. EMS System and Community

1. Participation in EMS System Development

2. Accreditation

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.G. (1.-2.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

3. Multi-casualty/Disaster Response

4. Mutual Aid and Stand-by Services

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (3.-4.)
_____ Proposer takes exception to provisions contained in Section IV.G. (3.-4.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

5. Permitted Subcontracting

6. Communities May Contract Directly for Level of Effort

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (5.-6.)
_____ Proposer takes exception to provisions contained in Section IV.G. (5.-6.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

7. Supply Exchange and Restock

8. Handling Service Inquiries and Complaints

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (7.-8.)
_____ Proposer takes exception to provisions contained in Section IV.G. (7.-8.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

H. Administrative Provisions

1. Contractor Payments for Procurement Costs, County Compliance Monitoring, Contract Management, and Regulatory Activities (Plan B only)

Attestation for Plan B
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H.1.
_____ Proposer takes exception to provisions contained in Section IV.H.1.. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

2. No Subsidy System

Attestation for Plan B
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H.2.
_____ Proposer takes exception to provisions contained in Section IV.H.2.. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

Supporting narrative and/or documentation required.

Attestation for Plan A
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H.2.
_____ Proposer takes exception to provisions contained in Section IV.H.2.. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

3. Contractor Revenue Recovery

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H. 3. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.H. 3. (a.-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

4. **Federal Healthcare Program Compliance Provisions**
5. **State Compliance Provisions**
6. **Billing/Collection Services**
7. **Market Rights**
8. **Accounting Procedures**
9. **County Permit.**
10. **Insurance Provisions**

Insurance documentation required

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H. (4.-10.)
_____ Proposer takes exception to provisions contained in Section IV.G. (4.-10.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

11. Hold Harmless / Defense / Indemnification / Taxes / Contributions

12. Performance Security Bond

13. Term of Agreement

14. Earned Extension to Agreement

15. Continuous Service Delivery

16. Annual Performance Evaluation

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H. (10.-16.)
_____ Proposer takes exception to provisions contained in Section IV.H. (10.-16.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

17. Default and Provisions for Termination of the Agreement

18. Termination

19. Emergency Takeover

20. Transition Planning

21. LEMSA's Remedies

22. Provisions for Curing Material Breach and Emergency Take Over

23. "Lame duck" Provisions

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H. (17.-23.)
_____ Proposer takes exception to provisions contained in Section IV.H. (17.-23.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

24. General Provisions

Exceptions to General Provisions of Contract Requires Documentation

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.H.24 (a.-o.)
_____ Proposer takes exception to provisions contained in Section IV.H.24. (a.-o.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

SECTION V. COMPETITIVE CRITERIA

A. Clinical

1. Competitive Criterion: Quality Improvement

a) Minimum Requirements—Demonstrable Progressive Clinical Quality Improvement

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.1.a.
_____ Proposer takes exception to provisions contained in Section V.A.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment—Quality Management

Supporting narrative and/or documentation required.

2. Competitive Criterion: Clinical and Operational Benchmarking

a) Minimum Requirements—Clinical and Operational Benchmarking

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.2.a.
_____ Proposer takes exception to provisions contained in Section V.A.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment—Clinical and Operational Benchmarking

Supporting narrative and/or documentation required.

3. Competitive Criterion: Dedicated Clinical Oversight Personnel

a) Minimum Requirements—Clinical Leadership Personnel

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.3.a.
_____ Proposer takes exception to provisions contained in Section V.A.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment—Clinical Leadership Personnel

Supporting narrative and/or documentation required.

4. Competitive Criterion: Medical Direction

a) Minimum Requirements—Medical Direction

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.4.a.
_____ Proposer takes exception to provisions contained in Section V.A.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment—Medical Direction

Supporting narrative and/or documentation required.

5. Competitive Criteria: Focus on Patients and Other Customers

a) Minimum Requirements— Focus on Patients and Other Customers

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.5.a.
_____ Proposer takes exception to provisions contained in Section V.A.5.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Focus on Patients and Other Customers

Supporting narrative and/or documentation required.

6. Competitive Criterion: Continuing Education Program Requirements

a) Minimum Requirements—Continuing Education

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.6.a.
_____ Proposer takes exception to provisions contained in Section V.A.6.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Continuing Education

Supporting narrative and/or documentation required.

B. Operations

1. Competitive Criterion: Dispatch and Communications

a) Minimum Requirements— Dispatch and Communications

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.1.a.
_____ Proposer takes exception to provisions contained in Section V.B.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Dispatch and Communications

Supporting narrative and/or documentation required.

2. Competitive Criterion: Vehicles

a) Minimum Requirements—Vehicles

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.2.a.
_____ Proposer takes exception to provisions contained in Section V.B.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Vehicles

Supporting narrative and/or documentation required.

3. Competitive Criterion: Equipment

a) Minimum Requirements—Equipment

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.3.a.
_____ Proposer takes exception to provisions contained in Section V.B.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Equipment

Supporting narrative and/or documentation required.

4. Competitive Criterion: Vehicle and Equipment Maintenance

a) Minimum Requirements— Vehicle and Equipment Maintenance

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.4.a.
_____ Proposer takes exception to provisions contained in Section V.B.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Vehicle and Equipment Maintenance

Supporting narrative and/or documentation required.

5. Competitive Criterion: Deployment Planning

a) Minimum Requirements— Deployment Planning

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.5.a.
_____ Proposer takes exception to provisions contained in Section V.B.5.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Deployment Planning

Supporting narrative and/or documentation required.

C. Personnel

1. Competitive Criterion: Field Supervision

a) Minimum Requirements— Field Supervision

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.1.a.
_____ Proposer takes exception to provisions contained in Section V.C.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Field Supervision

Supporting narrative and/or documentation required.

2. Competitive Criterion: Work Schedules

a) Minimum Requirements— Work Schedules

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.2.a.
_____ Proposer takes exception to provisions contained in Section V.C.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Work Schedules

Supporting narrative and/or documentation required.

3. Competitive Criterion: Internal Risk Management/Loss Control Program

a) Minimum Requirements—Risk Management

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.3.a.
_____ Proposer takes exception to provisions contained in Section V.C.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Risk Management

Supporting narrative and/or documentation required.

4. Competitive Criterion: Workforce Engagement

a) Minimum Requirements— Workforce Engagement

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.4.a.
_____ Proposer takes exception to provisions contained in Section V.C.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Workforce Engagement

Supporting narrative and/or documentation required.

D. Management

1. Key Personnel

a) Minimum Requirements—Key Personnel

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.D.1 .a.
_____ Proposer takes exception to provisions contained in Section V.D.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment—Key Personnel

Supporting narrative and/or documentation required.

E. EMS System and Community

1. Supporting Improvement in the First Response System

a) Minimum Requirements—First Response System

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.E.1.a.
_____ Proposer takes exception to provisions contained in Section V.E.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment—First Response System

Supporting narrative and/or documentation required.

2. Health Status Improvement and Community Education

a) Minimum Requirements—Community Education

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.E.2.a.
_____ Proposer takes exception to provisions contained in Section V.E.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment—Health Status Improvement and Community Education

Supporting narrative and/or documentation required.

F. Integration with Healthcare Providers

1. West Side Healthcare District Area

a) Minimum Requirements—Collaboration with Healthcare Providers

Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.F.1.a.
_____ Proposer takes exception to provisions contained in Section V.F.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. *Exceptions:*

b) Higher Levels of Commitment— Collaboration with Healthcare Providers

Supporting narrative and/or documentation required.

SEPARATE SUBMISSION: FINANCIAL DOCUMENTS

A. Financial Documents

The Proposer shall submit all of the requested financial documents in a separately sealed containt labeled "Financial Documents." There shall be one (1) original and five (5) copies plus one (1) electronic version on a disk or USB memory stick.

B. Financial Situation Documents

The Proposer shall submit the following documents and information supporting the following:

1. Financial Statements

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

2. Audited Statements

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

3. Financial Commitments

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

4. Working Capital

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

5. Performance Security

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

6. Financial Interests

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

C. Financial Projections

Proposers shall submit the following financial projections and assumptions consistent with the specified templates contained in the Appendices.

1. Revenue projections

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

2. Revenue Flow Projections

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

3. Expense Projections

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

4. One-Time Start Up and Capital Items

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

5. Pro Forma Summary

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

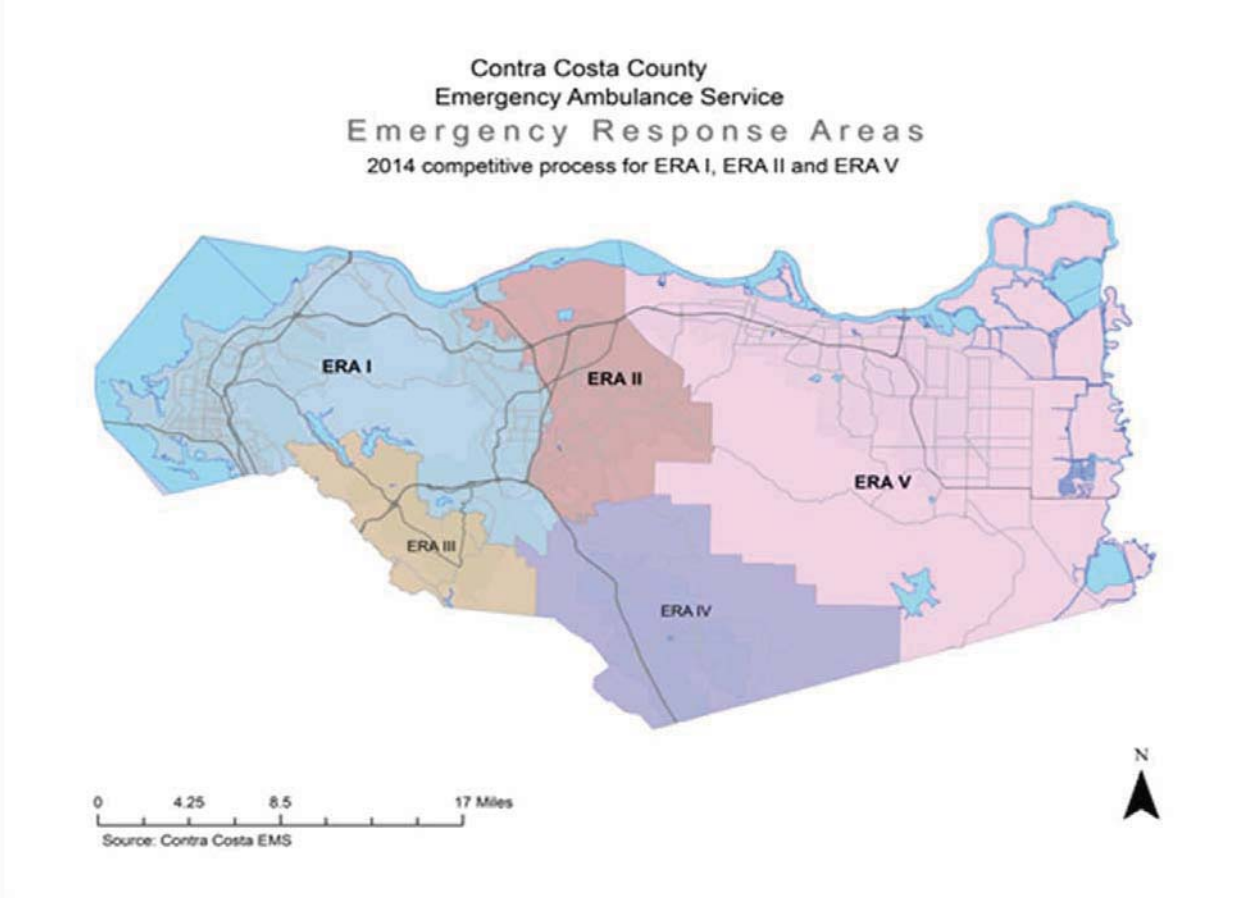
D. ALS Interfacility Pricing

Proposer shall complete and submit the ALS Interfacility Price Sheet in Appendix 20.

Supporting documentation required. (Separate sealed envelope labeled "Financial Documents")

Appendix 2

MAP OF EXCLUSIVE OPERATING AREA

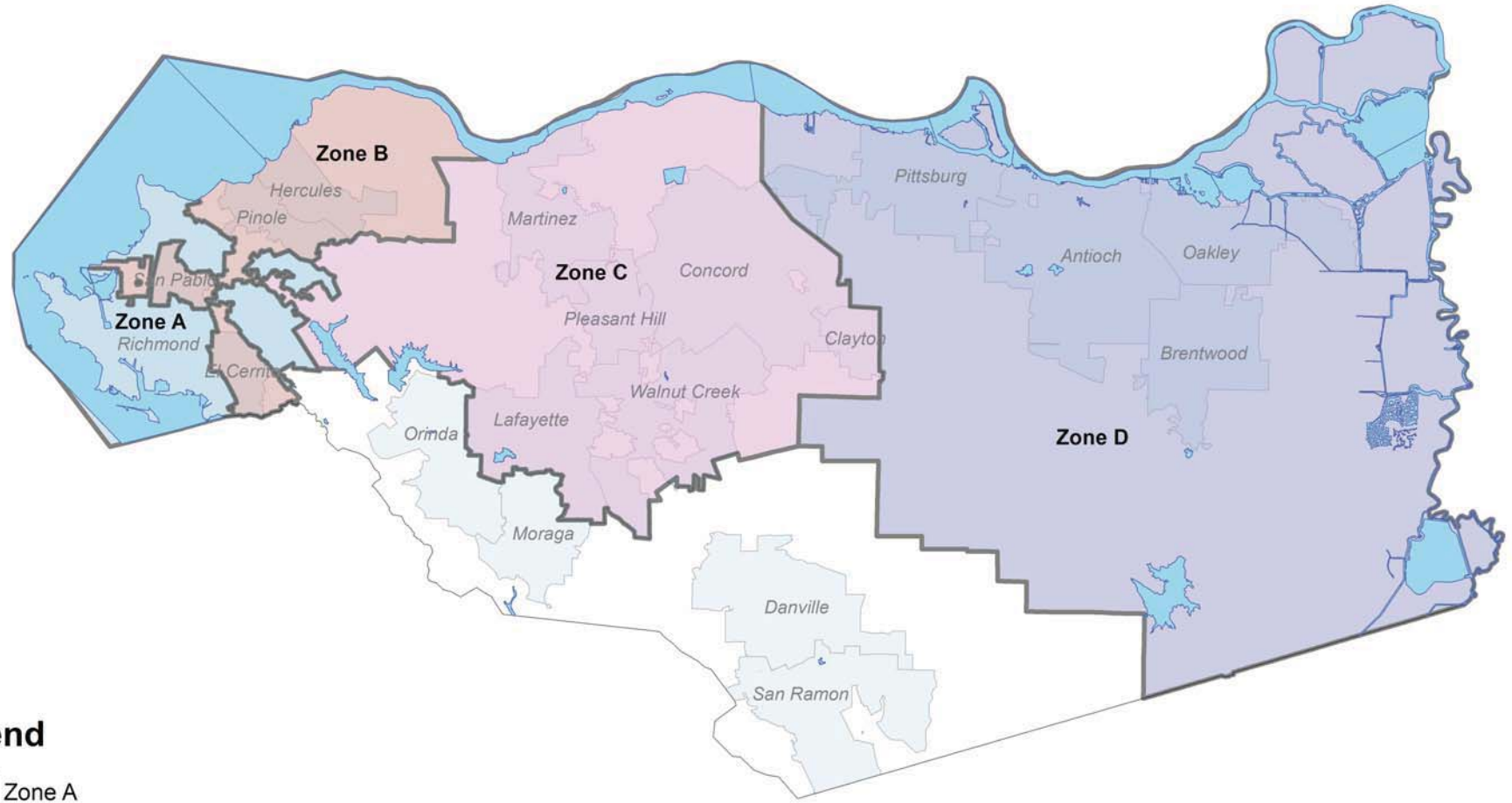

Contra Costa County
Emergency Ambulance Service
Emergency Response Areas
2014 competitive process for ERA I, ERA II and ERA V
ERA I
ERA II
ERA III
ERA IV
ERA V
N
0
4.25
8.5
17 Miles
Source: Contra Costa EMS

Appendix 3

EMERGENCY RESPONSE ZONE MAPS

Contra Costa County

Ambulance Zones - Plan A



Legend

- Zone A
- Zone B
- Zone C
- Zone D

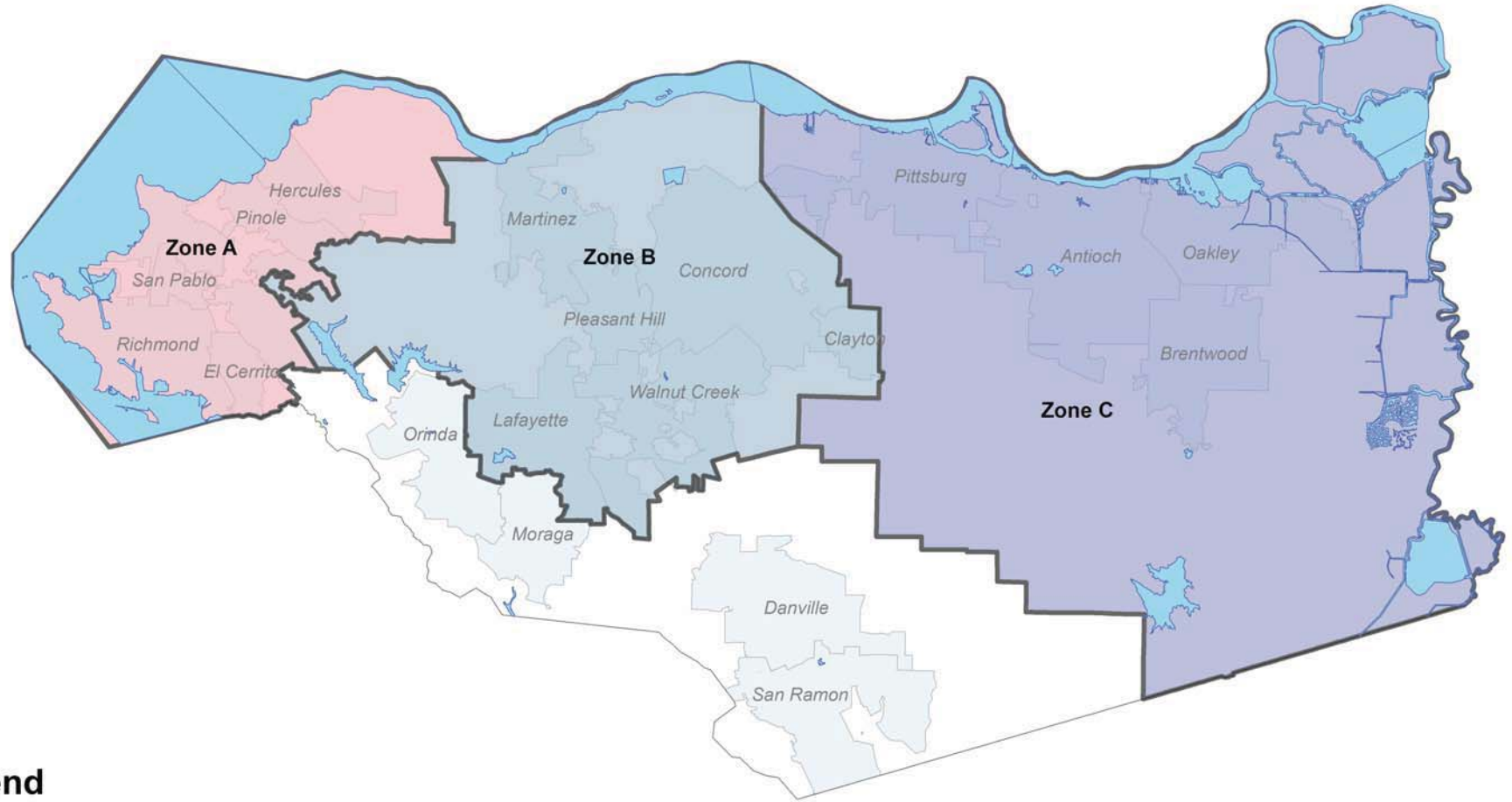
Source: Contra Costa EMS

0 4.5 9 18 Miles

N

Contra Costa County

Ambulance Zones - Plan B



Legend

- Zone A
- Zone B
- Zone C

Source: Contra Costa EMS

0 4.5 9 18 Miles

N

Appendix 4

COUNTY AMBULANCE ORDINANCE

ORDINANCE NO. 83-28
(Ambulance Services)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I: AMBULANCE ORDINANCE. Division 48 "Ambulances" of the County Ordinance Code is repealed, amended, and re-enacted to read:

Division 48

AMBULANCES

Chapters:

48-2 General Provisions
48-4 Definitions
48-6 Permits
48-8 Vehicle Compliance
48-10 Fees
48-12 Personnel Standards
48-14 Permit Suspension or Revocation
48-16 Emergency Response
48-18 Miscellaneous Provisions
48-20 Enforcement

Chapter 48-2

GENERAL PROVISIONS

Sections:

48-2.002 Title
48-2.004 Purpose
48-2.006 Exemptions.

48-2.002 Title. This division shall be known as the "Ambulance Ordinance of Contra Costa County." (Ord. 83-28 §1 (part), Ord. 70-77)

48-2.004 Purpose. The purposes of this division are to:

(1) Enact formal policies and regulations for licensing and regulating the operation of ambulances;

(2) Protect the public from unsafe and unsanitary operation of ambulances;

(3) Allow for adequate emergency ambulance services and non-emergency ambulance services in all areas of the county; and

(4) Allow for the orderly and lawful operation of a local emergency medical services system pursuant to the provisions of Health and Safety Code sections 1797 et seq. (Ord. 83-28 §1 (part), 70-77.)

48-2.006 Exemptions.

(a) This division shall not apply:

(1) To vehicles operated as ambulances and to persons engaged in the ambulance service where ambulance services are rendered at the request of any county communications center or at the request of any law enforcement or fire protection agency during any "state of war emergency", "State of emergency", or "local emergency" as defined in Government Code section 8558 or during any period (not over 30 days, but renewable every 30 days) when the County health officer has determined in writing that adequate emergency ambulance service will not be available from existing permittees;

(2) To vehicles operated as ambulances and to persons engaged in the ambulance service where ambulance services are rendered exclusively to patients who become in need of ambulance service while on or in the place of business of the person and where no charge is made for the ambulance services rendered, provided however, that if the vehicle is going to travel Code 3 or its equivalent, the appropriate county communications center shall be so notified of this fact.

(b) This division shall not prevent any peace officer, firefighter, or physician licensed to practice medicine in this state, from arranging for the transportation of an individual in need of emergency medical care when no ambulance with an appropriate ambulance service permit is available and such transportation is required immediately for the preservation of life or to avoid substantial impairment of the person to be transported.
(Ord. 83-28 §1 (part), 70-77.)

Chapter 48-4

DEFINITIONS

Sections:

48-4.002	Generally.
48-4.004	Ambulance.
48-4.006	Ambulance service.
48-4.008	Attendent.
48-4.010	Driver.
48-4.011	Limited Advanced Life Support and Advanced Life Support.
48-4.012	Emergency Response Areas.
48-4.014	Emergency Response Area List.
48-4.016	Health officer.
48-4.018	Medical director.
48-4.022	Permit officer.
48-4.023	Permit.
48-4.024	Sheriff.

48-4.002 Generally. Unless otherwise specifically provided, or required by the context, the following terms have the meanings set forth in this chapter.
(Ord. 83-28 §1 (part), 70-77.)

48-4.004 Ambulance. "Ambulance" means any privately owned vehicle specifically constructed, modified, equipped, or arranged and operated for the transportation of individuals in need of medical care and which operates or may operate Code 3 or its equivilant. The meaning includes, but is not limited to, privately owned ambulances and paramedic units.
(Ord. 83-28 §1 (part), 70-77.)

48-4.006 Ambulance service. "Ambulance service" means the activity, business or service, for hire, profit, or otherwise, of transporting one or more persons by ambulance on or in any of the streets, roads, highways, alleys, or any public way or place in the unincorporated areas of this county.
(Ord. 83-28 §1 (part), 70-77.)

48-4.008 Attendant. "Attendant" means a trained and/or qualified individual who, regardless of whether he/she also serves as driver, is responsible for the care of ambulance patients and who has met all license and other requirements in applicable state laws and regulations. The term includes EMT I, EMT II, and EMT-P, as those terms are used in Health and Safety Code sections 1797 et seq.
(Ord. 83-28 §1 (part), 70-77.)

48-4.010 Driver. "Driver" means an individual who drives an ambulance and who has met all license and other requirements in applicable state laws and regulations.
(Ord. 83-28 §1 (part), 70-77.)

48-4.011 Limited Advanced Life Support and Advanced Life Support. "Limited Advanced Life Support" and "Advanced Life Support" have the same meanings as when used in Health and Safety Code sections 1797 et seq.
(Ord. 83-28 §1 (part).)

48-4.012 Emergency Response Areas. "Emergency response areas" means the areas shown on the map entitled "Emergency Response Areas of Contra Costa County" on file in the office of the sheriff and the clerk of the board, and as it may be changed from time to time by the permit officer pursuant to section 48-16.004.
(Ord. 83-28 §1 (part), 70-77.)

48-4.014 Emergency Response Area List. "Emergency Response Area List(s)" means that list of permittee(s) for each emergency response area who have entered into an ambulance service agreement with the county and who will be contacted by a county communications center in accordance with regulations adopted by the permit officer to respond to calls for emergency ambulance services which it receives. Copies of the emergency response area list(s) shall be kept on file in the offices of the sheriff and the clerk of the board.
(Ord. 83-28 §1 (part), 70-77.)

48-4.016 Health officer. "Health officer" means the County Health Officer, or other official designated by the Board to perform the Health Officer's functions under this division.
(Ord. 83-28 §1 (part), 70-77.)

48-4.018 Medical Director. "Medical Director" means the Health Officer, or other person designated pursuant to section 48-4.016 and Health and Safety Code section 1797.202.
(Ord. 83-28 §1 (part), 70-77.)

48-4.022 Permit officer. "Permit officer" means the Health Officer.
(Ord. 83-28 §1 (part), 77-61, 70-77.)

48-4.023 Permit. "Permit" means:

(1) "Non-emergency Ambulance Service Permit" means written authorization by the County to provide non-emergency ambulance service within specified Emergency Response area(s).

(2) "Emergency Ambulance Service Permit" means written authorization by the County to provide emergency ambulance service within specified Emergency Response area(s).
(Ord. 83-28 §1 (part).)

48-4.024 Sheriff. "Sheriff" means the Sheriff-Coroner of this county.
(Ord. 83-28 §1 (part), 70-77.)

Chapter 48-6

PERMITS

Sections:

48-6.002 Required.
48-6.004 Application-Forms.
48-6.006 Application-Required data.
48-6.008 Applicant-Investigation.
48-6.012 Issuance.
48-6.013 Appeal from permit denial.
48-6.014 Term.
48-6.016 Temporary-When issued.
48-6.018 Application-Change of data.
48-6.020 Termination.

48-6.002 Required. No person (either as owner, agent or otherwise) shall furnish, operate, conduct, maintain or otherwise engage in, or advertise, offer or profess to engage in the ambulance service unless he/she holds (and is entitled to hold) a currently valid ambulance service permit.
(Ord. 83-28 §1 (part), 70-77.)

48-6.004 Application - Forms. Each application for an ambulance service permit shall be made upon forms prescribed by the permit officer.
(Ord. 83-28 §1 (part), 70-77.)

48-6.006 Application - Required data. (a) Non-emergency service. Each application for a non-emergency ambulance service permit shall show the following data:

(1) The name(s) and address(es) of the applicant(s) and of the owner(s) of the ambulance(s) and the business or any interest therein;

(2) The applicant's training and experience in the transportation and care of patients;

(3) The names under which the applicant has engaged, does, or proposes to engage in ambulance service;

(4) A description of each ambulance including: the make, model, year of manufacture, vehicle identification number; current state license number; the length of time the vehicle has been in use; and the color scheme, insignia, name, monogram and other distinguishing characteristics of the vehicle; a description of the company's program for maintenance of the vehicle; and a description of the vehicle's radio(s);

(5) That the applicant has obtained all licenses and permits required by state laws or regulations for the type of ambulance service proposed;

(6) The Emergency Response Area(s) for which a non-emergency ambulance service permit is desired;

(7) The names and qualifications of each attendant employed, or to be employed, in providing ambulance service;

(8) That the applicant possesses and maintains currently valid California Highway Patrol Inspection Reports for each vehicle listed in the application;

(9) A description of the Company's training and orientation programs for attendants and for dispatchers;

(10) Evidence of such financial responsibility and insurance coverage as may be required by the permit officer;

(11) Facts relied on by the applicant in asserting that the public health, safety, welfare, convenience and necessity warrant the granting of the non-emergency ambulance service permit.

(b) Emergency Service. Each applicant who desires an Emergency Ambulance Service Permit shall, in addition to the information required by paragraph (a) above, also show:

(1) The ability of the applicant to provide emergency ambulance service within established response times for each emergency response area applied for, twenty four hours per day, seven days per week, year round;

(2) The emergency response area(s) in which the applicant wishes to provide emergency ambulance service;

(3) That the public health, safety, welfare, convenience and necessity warrant the granting of the emergency ambulance service permit;

4) All service charges and the rate structure of the company;

(5) Whether the service will include limited advanced or advanced life support service, and, if so:

(i) The number of limited advanced and/or advanced life support units to be deployed on each shift;

(ii) The emergency response area(s) to receive limited advanced life support service;

(iii) The emergency response area(s) to receive advanced life support service; and

(iv) The provisions, if any, for continuing education of the limited advanced and advanced life support attendants.

(c) Additional Information: The applicant may be required to submit such other information as the permit officer deems necessary for determination of compliance with this division. (Ord. 83-28 §1(part), 70-77.)

48-6.008 Applicant - Investigation. Upon receipt of a completed application and the required fee, the permit officer shall make or cause to be made such investigation as the health officer deems necessary to determine if:

(a) The public health, safety, welfare, convenience and necessity require the issuing of a permit;

(b) The applicant is a responsible and proper person to conduct, operate or engage in this ambulance service;

(c) The applicant meets the requirements of this division and of other applicable laws, ordinances and regulations; and

(d) That the radio(s) in each vehicle is (are) installed pursuant to regulations adopted by the permit officer, and is (are) in good working order.
(Ord. 83-28 §1 (part).)

48-6.012 Issuance. The permit officer shall issue an ambulance service permit to the applicant if the permit officer determines that the requirements contained in section 48-6.008 have been satisfied and complied with.
(Ord. 83-28 §1 (part), 70-77.)

48-6.013 Appeal From Permit Denial. Whenever the permit officer denies an application for a non-emergency or emergency ambulance service permit, the applicant may request a hearing on the denial at which the applicant will have the burden of proof. The hearing will be scheduled within 30 days of the applicant's written request for hearing. The provisions of sections 48-14.010, 48-14.012, and 48-14.014 shall apply to such hearings, except that the applicant and the county shall share equally in the costs of any hearing officer and court reporter.
(Ord. 83-28 §1 (part).)

48-6.014 Term. Permits shall be valid for a period of three years, unless earlier suspended, revoked or terminated. Nothing in this division shall be construed as requiring the granting of a permit upon expiration of a previous permit, or as creating any vested or property right in the renewal, extension, or continuance of any permit after the expiration of its term.
(Ord. 83-28 §1 (part), 70-77.)

48-6.016 Temporary - When Issued. The Permit Officer may issue a temporary permit for a period of not over 90 days, renewable for cause expressed in writing by the permit officer.
(Ord. 83-28 §1 (part), 83-3, 70-77.)

48-6.018 Application - Change of data. The applicant and permittee shall report to the permit officer any change in the data required in section 48-6.006 within ten days of the effective date of the change, except that any change in the data required in section 48-6.006 (a) (1) and (5) shall be reported immediately.
(Ord. 83-28 §1 (part), 70-77.)

48-6.020 Termination. Any change of ownership of a permitted ambulance service terminates the permit.
(Ord. 83-28 §1 (part), 70-77.)

Chapter 48-8

VEHICLE COMPLIANCE

Sections:
48-8.002 Required.
48-8.004 Inspection.

48-8.002 Required. Every ambulance shall carry a valid California Highway Patrol Inspection Report authorizing the use of the vehicle as an ambulance.
(Ord. 83-28 §1 (part), 70-77.)

48-8.004 Inspection. Ambulance service operators shall allow the permit officer, or designee(s), to inspect, on a preannounced or unannounced basis, all ambulances used to provide ambulance service. The purpose of such inspections may include, but shall not be limited to, determining if:

(a) The ambulance is properly maintained and equipped for the provision of ambulance service;

(b) The description of the ambulance, required by §48-6.006 (a)(4), is accurate;

(c) The ambulance contains radio(s) installed pursuant to regulations adopted by the Permit Officer, and that the radio(s) is (are) in good working order.
(Ord. 83-28 §1 (part), 70-77.)

Chapter 48-10

FEES

Sections:
48-10.002 Permit.
48-10.004 Temporary Permit.
48-10.010 Payment.

48-10.002 Permit. A nonrefundable fee in the form prescribed by the permit officer shall accompany every application for an ambulance service permit, in accordance with the following:

(a) The fee for a non-emergency ambulance service permit, regardless of the number of emergency response areas to be served, shall be established by resolution of the Board of Supervisors.

(b) The fee for an emergency ambulance service permit shall be such sum per emergency response area to be served as shall be established by resolution of the Board of Supervisors.
(Ord. 83-28 §1 (part), 70-77.)

48-10.004 Temporary Permit. (a) Amount: A non refundable fee in an amount established by resolution of the Board of Supervisors shall be required before the permit officer may issue a temporary ambulance service permit.

(b) Credit: If a regular ambulance service permit is issued to a temporary permit holder, the regular permit shall be deemed

issued as of the date the temporary permit was issued and the permittee shall be entitled to a credit for the amount of the temporary permit fee paid.
(Ord. 83-28 §1 (part), 70-77.)

48-10.010 Payment. The fees required by this chapter shall be paid to the County permit officer at the time of application for a permit and shall be forwarded by him/her to the County Auditor-Controller.
(Ord. 83-28 §1 (part), 70-77.)

Chapter 48-12

PERSONNEL STANDARDS

Sections:

48-12.002 Drivers and Attendants.
48-12.004 Uniform and appearance.
48-12.006 Dispatchers.

48-12.002 Drivers and attendants. Each person providing ambulance service subject to permit under this division shall:

(a) Employ only drivers who possess a valid Ambulance Driver certificate issued by the California Department of Motor Vehicles;

(b) Employ only attendants who have valid certification pursuant to Health and Safety Code sections 1797 et.seq., or regulations promulgated pursuant to those provisions.
(Ord. 83-28 §1 (part), 70-77.)

48-12.004 Uniform and appearance. Each person providing ambulance services subject to permit under this division shall staff each ambulance with appropriate personnel who shall wear clean uniforms, be neat and clean and comply with the requirements of this division and such other requirements as may be prescribed by the permit officer to assure compliance with this division.
(Ord. 83-28 §1 (part), 70-77.)

48-12.006 Dispatchers. Each person providing ambulance service subject to permit under this division shall assign at least one person to be responsible for receiving calls and dispatching ambulances.

Persons holding emergency ambulance service permit(s) under this division shall provide such dispatch services on a 24 hour per day basis and shall adequately train the dispatcher to radio operation and protocols and to the emergency response area(s) served before said dispatcher begins dispatching emergency calls.
(Ord. 83-28 §1 (part).)

CHAPTER 48-14

PERMIT SUSPENSION OR REVOCATION

Sections:

48-14.002 Authority.
48-14.004 Notice issuance.
48-14.006 Hearing.
48-14.008 Emergency Action.
48-14.010 Evidence
48-14.012 Hearing Officer
48-14.014 Decision.

48-14.002 Authority. The permit officer may suspend or revoke an ambulance service permit for failure to comply with and maintain compliance with, or for violation of, any applicable provisions, standards or requirements of state law or regulation, of this division, or of any regulations promulgated hereunder. Suspension is not a condition precedent to revocation.
(Ord. 83-28 §1 (part), 70-77.)

48-14.004 Notice issuance. Before suspension or revocation, the permit officer shall give written notice to the permittee specifying why such action is contemplated and giving the permittee a reasonable period of time (not less than seven nor more than fifteen days) to comply with the provisions in question or to show cause against suspension or revocation and setting a date for hearing thereon.
(Ord. 83-28 §1 (part), 70-77.)

48-14.006 Hearing. At the hearing the permit officer has the burden of proof and may present evidence as to why such action should be taken and to answer the evidence presented by the permittee.
(Ord. 83-28 §1 (part), 70-77.)

48-14.008 Emergency action. The permit officer may reduce the period of time for compliance under a suspension or revocation notice to no less than 24 hours and set the matter for hearing immediately upon expiration of said period when he/she makes written preliminary findings that such action is necessary to protect the public health, safety and welfare. When, as a result of such an emergency proceeding a permit is suspended or revoked, the permittee may request an additional hearing at which the permittee will have the burden of establishing renewed compliance justifying reinstatement of the permit. Such additional hearing will be commenced within five days of the permittee's request. The request for, or the scheduling of, an additional hearing shall not stay operation of the suspension or revocation order.
(Ord. 83-28 §1 (part), 70-77.)

48-14.010 Evidence. In hearings conducted pursuant to this chapter, evidence must be relevant, non-cumulative, and of such nature as responsible persons are accustomed to rely on in the conduct of serious affairs. Written statements by a county officer or employee, an officer or employee of the State of California, or an officer or employee of any law enforcement or fire protection agency acting in the course and scope of their official duties or employment may be accepted as evidence that such fact(s) or condition(s) do or do not exist.
(Ord. 83-28 §1 (part).)

48-14.012 Hearing officer. Hearings conducted pursuant to this chapter shall be conducted before a hearing officer designated by the County Administrator. The hearing officer may issue subpoenas for the production of documents and/or attendance of witnesses. The hearing officer shall determine whether oral evidence at the hearing shall be recorded by a court reporter at county expense. At the conclusion of said hearing, the hearing officer shall promptly prepare a written summary of the evidence and proposed findings and conclusions for consideration by the permit officer.
(Ord. 83-28 §1 (part).)

48-14.014 Decision. The permit officer shall issue a written decision within thirty days after conclusion of the hearing.
(Ord. 83-28 §1 (part), 70-77.)

Chapter 48-16

EMERGENCY RESPONSE

Sections:

48-16.002 General requirements.
48-16.004 Change of area map.
48-16.005 Ambulance Service Agreements.
48-16.006 Preparation of area lists.
48-16.008 Compulsory Emergency Ambulance Service.

48-16.002 General requirements. When responding to an emergency call and/or operating "Code 3" or its equivalent, the ambulance driver shall see that the radio is activated; shall notify the appropriate county communications center that he/she is responding to an emergency call and/or operating "Code 3" or its equivalent; shall notify the appropriate county communications center of the destination; and shall comply with all orders and directions given by the county communications center.
(Ord. 83-28 §1 (part), 70-77.)

48-16.004 Change of area map. The permit officer may change the boundaries of the emergency response areas after public hearing, noticed in accordance with section 48-20.002(b). The effective date of any such changes shall be the thirtieth day after the date of the change.
(Ord. 83-28 §1 (part), 79-44, 70-77.)

48-16.005 Ambulance Service Agreements. The County shall contract, on a competitive basis, for provision of emergency ambulance service in each emergency response area to persons contacting the County for such service. Said contracts shall provide for one primary contractor per emergency response area, with allowance for back-up service by other emergency ambulance service providers as deemed necessary by the permit officer. In awarding these contracts (ambulance service agreements) the County shall consider the comparative value of competing proposals, including consideration of:

(a) the quality of service to be provided;

(b) the level of service to be provided;

(c) the rates charged for services to be provided; and

(d) the cost, if any, to the County.

Public fire protection districts which provide ambulance or rescue services under the authority of Health and Safety Code sections 13853 and 13854 may compete for, and be awarded, an ambulance service contract, but shall not be required to obtain a permit under this division.
(Ord. 83-28 §1 (part).)

48-16.006 Preparation of area lists. The permit officer shall prepare and keep up to date the emergency response area lists. The permit officer shall include on the list for each emergency response area the ambulance service provider who has entered into an ambulance service agreement with the county as the primary contractor as well as the ambulance service provider(s) who will provide back-up emergency ambulance service for that area.
(Ord. 83-28 §1 (part), 70-77.)

48-16.008 Compulsory Emergency Ambulance Service. In the event no proposals acceptable to the County under the provisions of section 48-16.005 are received by the County for one or more Emergency Response Areas,the Health Officer shall designate in writing one or more of the ambulance service permittees (emergency and/or non-emergency) in that emergency response area to provide emergency ambulance services, without necessity of an emergency permit. From the date of such written designation until a regular ambulance service agreement is signed for the affected area(s), provision of emergency ambulance service shall be an express condition of the emergency and/or non-emergency permit and unreasonable or unjustified refusal of such calls shall be grounds for suspension or revocation of the permit(s).
(Ord. 83-28 §1 (part).)

Chapter 48-18

MISCELLANEOUS PROVISIONS

Sections:

48-18.002 Dispatching
48-18.003 Unauthorized Response
48-18.004 Renewal of permits.
48-18.006 Responsible Advertising
48-18.008 Adoption by Local Jurisdictions.
48-18.010 Local EMS Agency

48-18.002 Dispatching. (a) Ambulance Available:

(1) Emergency: Upon receiving a call for emergency ambulance service the permittee shall immediately dispatch an ambulance to the address or place given and the ambulance dispatched shall immediately start a direct run to that address or place and shall complete that run unless directed otherwise by the appropriate county communications center, or unless diverted to respond to another emergency.

(2) Non-Emergency: Upon receiving a call for non-emergency ambulance service the permittee shall promptly dispatch, or schedule for dispatch at a time acceptable to the caller, an ambulance to the address or place given and the ambulance shall promptly, or at the time scheduled, start a direct run to that address or place and shall complete that run unless directed otherwise by the appropriate county communications center, or unless diverted to respond to an emergency.

(b) Ambulance Unavailable:

(1) Emergency: Upon receiving a call for emergency ambulance service and having no ambulance available to immediately make a direct run to the address or place given the permittee shall immediately notify the caller of this fact, and if the caller cannot be so notified, the permittee shall immediately notify the appropriate county communications center.

(2) Non-Emergency: Upon receiving a call for non-emergency ambulance service and having no ambulance available to make a direct run to the address or place given, or to do so at some later time agreeable to the caller, the permittee shall immediately notify the caller of this fact.

(c) Ambulance Diverted: If an ambulance is directed to make a direct run to an address or place and is thereafter diverted for any reason, the permittee shall immediately notify the caller of this fact, and, in the case of emergency service, if the caller cannot be notified the permittee shall immediately notify the appropriate county communications center.
(Ord. 83-28 §1 (part), 70-77.)

48-18.003 Unauthorized Response. No ambulance service permittee under this division shall cause or allow its ambulance(s) to respond to a location without first receiving a specific request for such service at that location.

Ambulance service permittees shall cooperate with the permit officer, or designee(s), in any investigations of possible violations of this section and shall make all dispatch logs and similar records available for inspection and copying at reasonable times at the permittee's regular place of business.
(Ord. 83-28 §1 (part).)

48-18.004 Renewal of Permits. Renewal of an ambulance service permit shall require conformance with all requirements of this division as upon issuance of an initial permit. Nothing in this division shall be construed as requiring the granting of a permit upon expiration of a previous permit, and the burden of proof respecting compliance with all the requirements for a permit and of entitlement to a permit shall remain at all times with the applicant for renewal.
(Ord. 83-28 §1 (part), 70-77.)

48-18.006 Responsible Advertising. No ambulance service permittee under this division shall announce, advertise, offer, or in any way claim that:

(a) It provides emergency ambulance service unless it possesses a current, valid, emergency ambulance service permit for the Emergency Response Area(s) where it is claiming to provide such service; or

(b) It provides limited advanced or advanced life support service, unless it actually provides such service.
(Ord. 83-28 §1 (part).)

48-18.008 Adoption by local jurisdictions. Upon adoption of this ordinance by incorporated cities or towns in the County of Contra Costa, the provisions of section 48-4.006 shall be extended to include the streets, roads, highways, alleys, or any public place within the incorporated area of said city or town and the

county permit officer shall enforce this ordinance within that jurisdiction.
(Ord. 83-28 §1 (part).)

48-18.010 "Local EMS Agency". The County of Contra Costa hereby designates the Health Services Department as its Local EMS Agency pursuant to Health and Safety Code sections 1797 et. seq., and authorizes a limited advanced life support and/or an advanced life support program which provides services utilizing EMT II or Paramedics, or both. The health officer is empowered to implement said designation and program in this county.
(Ord. 83-28 §1 (part).)

Chapter 48-20

ENFORCEMENT

Sections:

48-20.002 Authority.
48-20.004 Investigations.
48-20.005 Permit officer decision final.
48-20.006 Violations prohibited.

48-20.002 Authority. (a) Adoption: The permit officer, after consultation with the county emergency medical care committee, and after public hearing, may adopt and enforce such reasonable regulations concerning personnel, training, equipment, communication, or any other matter which the permit officer determines necessary for the public health and safety regarding the operation of ambulances and to effectuate the provisions of this division.

(b) Notice: The permit officer shall give notice of the time and place of the public hearing at least fourteen days in advance by:

(1) Mailing notice to all persons requesting notice, to all persons holding non-emergency and/or emergency ambulance service permit(s); and

(2) Posting in the lobby of the county administration building.
(Ord. 83-28 §1 (part), 70-77.)

48-20.004 Investigations. (a) Scope: Whenever in this division the permit officer is required to make, or cause to be made, such investigation as the permit officer deems necessary to determine if certain fact(s) or condition(s) exist, the permit officer may accept a written statement by a county officer or employee, an officer or employee of the state of California , or an officer or employee of any law enforcement or fire protection agency acting within the course and scope of their official duties or employment as evidence that such fact(s) or condition(s) do or do not exist.

(b) Time: Whenever in this division the permit officer is required to make, or cause to be made an investigation with regard to an application for an ambulance service permit, the permit officer shall complete the investigation and either approve or deny the application, in whole or in part, within ninety days of the date of application.
(Ord. 83-28 §1 (part), 83-3, 70-77.)

48-20.005 Permit officer decision final. Whenever in this division the permit officer is required to make a decision approving, denying, suspending, or revoking an ambulance service permit, said decision shall be final and conclusive and shall not be subject to appeal under Chapter 14-4.
(Ord. 83-28 §1 (part).)

48-20.006 Violations prohibited. No person shall do anything forbidden by this division or regulations issued hereunder, nor do anything regulated thereunder in a way contrary to such regulation.
(Ord. 83-28 §1 (part), 70-77.)

SECTION II: CREDIT FOR FEES PAID. In considering applications for the 1983 Ambulance Service Permits the permit officer shall treat pending applications as if they had been filed under the Ambulance Ordinance as amended herein, unless the applicant(s) withdraw(s) the application, and in determining the fee payable for the 1983-85 permits hereunder the Permit Officer shall credit the applicants with the amount paid under the former ordinance.

SECTION III: EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of supervisors voting for and against it in the MARTINEZ NEWS-GAZETTE a newspaper published in this County.

PASSED on July 12, 1983 by the following vote:

AYES: Supervisors- Powers, Fahden, Torlakson, Schroder.
NOES: Supervisors- McPeak.
ABSENT: Supervisors- None.

ATTEST: J. R. OLSSON, County Clerk & ex officio Clerk of the Board

By Diana M. Herman Deputy
Diana M. Herman

Board Chair

[SEAL]

REGULATIONS ADOPTED UNDER ORDINANCE NO. 83-28

1. Ambulance Service Agreement Modification - Adopted 06/02/89

ORDINANCE NO. 83-28
(Ambulance Services)

Regulation 1 - Adopted 06/02/89

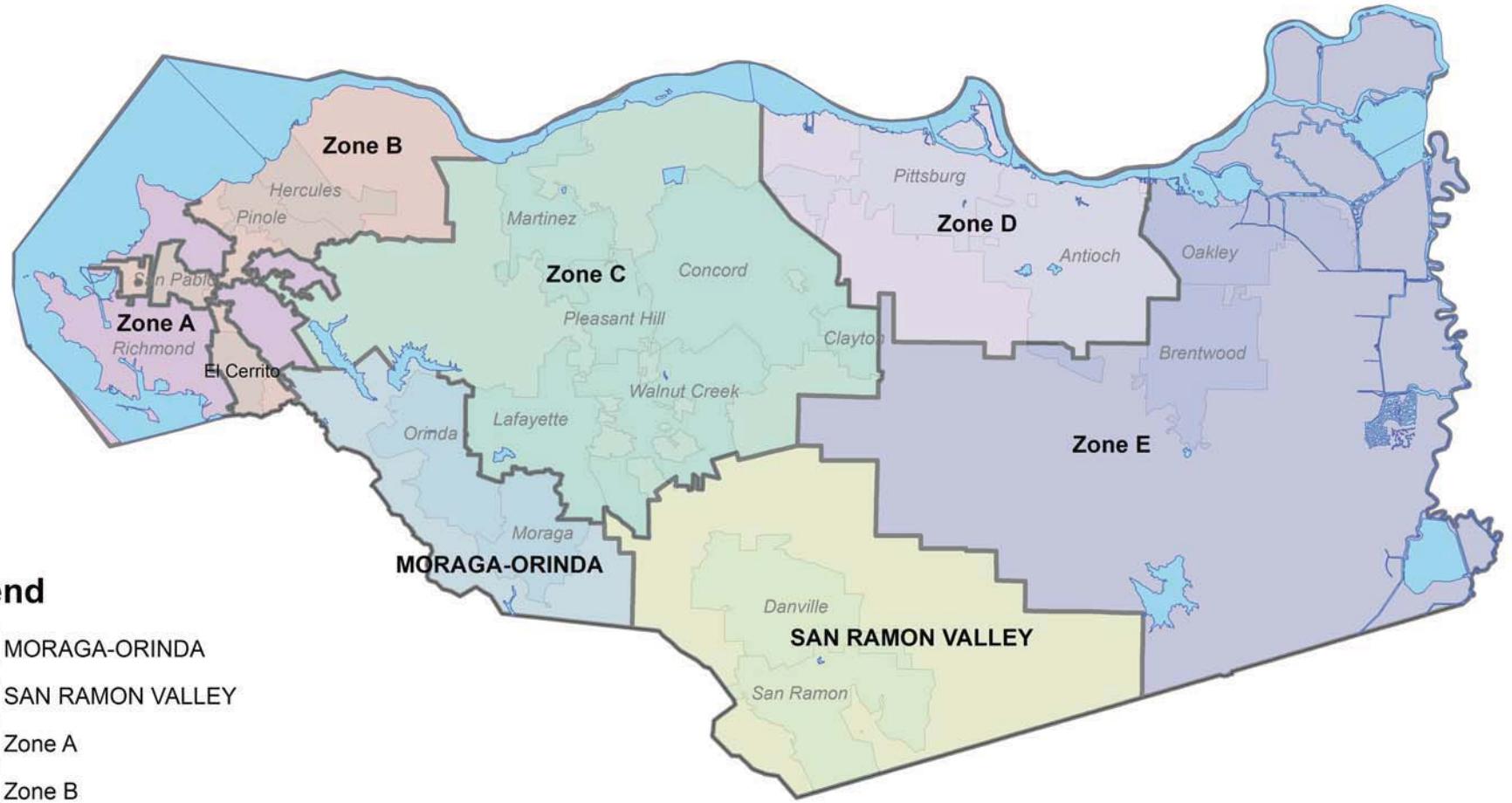
Ambulance Service Agreement Modification A contract for emergency ambulance service made between the County and an emergency ambulance service provider pursuant to County Ordinance Code 48-16.005 may be modified or amended from time to time by mutual agreement. No amendment or modification which affects the term of the contract shall extend the contract more than eighteen (18) months beyond the termination date set forth in the contract.

Appendix 5

CURRENT AMBULANCE ZONES MAP

Contra Costa County

Ambulance Zones - Current



Legend

- MORAGA-ORINDA
- SAN RAMON VALLEY
- Zone A
- Zone B
- Zone C
- Zone D
- Zone E

Source: Contra Costa EMS

0 4.5 9 18 Miles

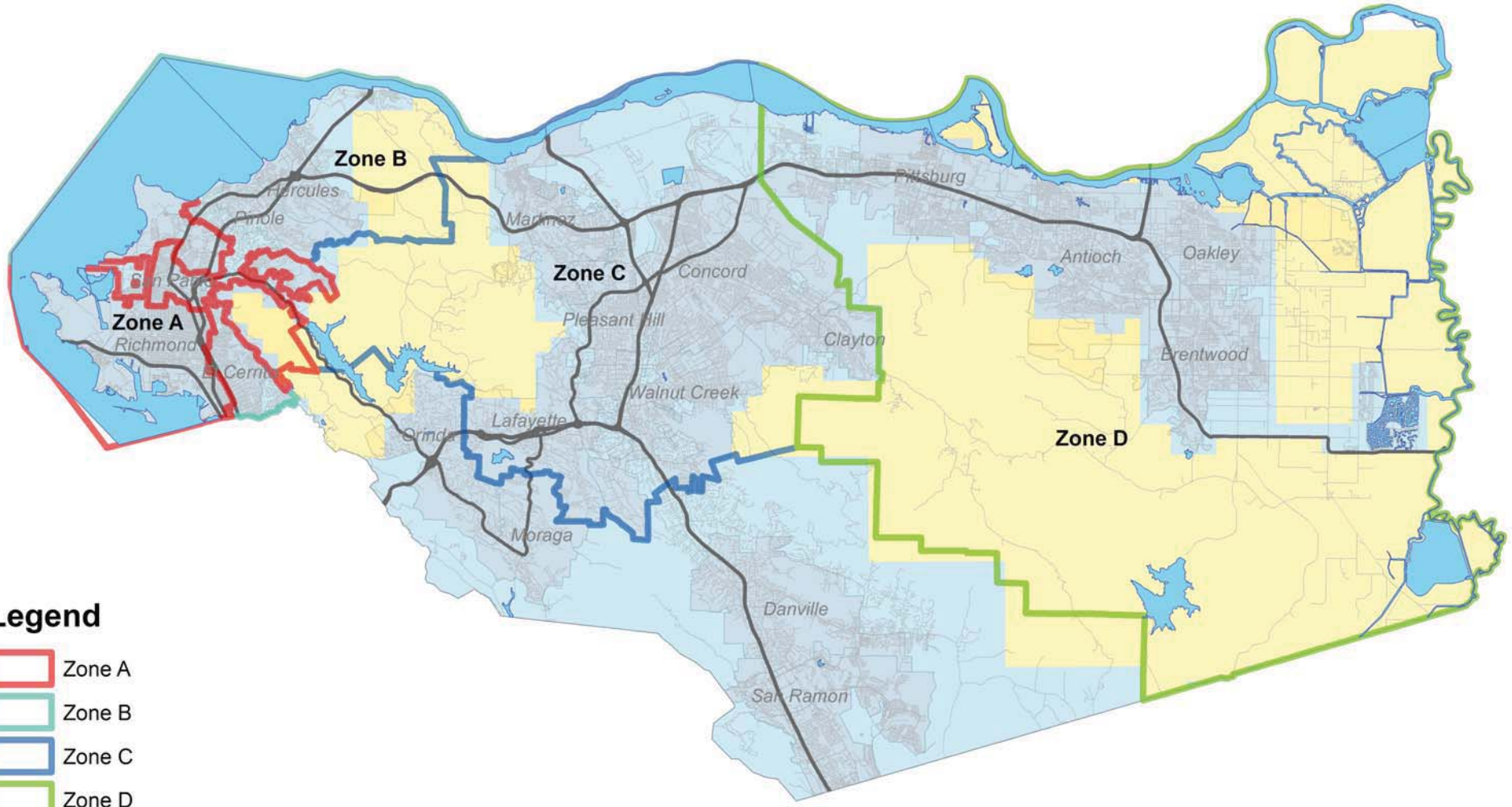
N

Appendix 6

CALL DENSITY RESPONSE AREAS IN EOA

Contra Costa County

High Density/Low Density Response Zones - Plan A



Legend

- Zone A
- Zone B
- Zone C
- Zone D
- High Density
- Low Density

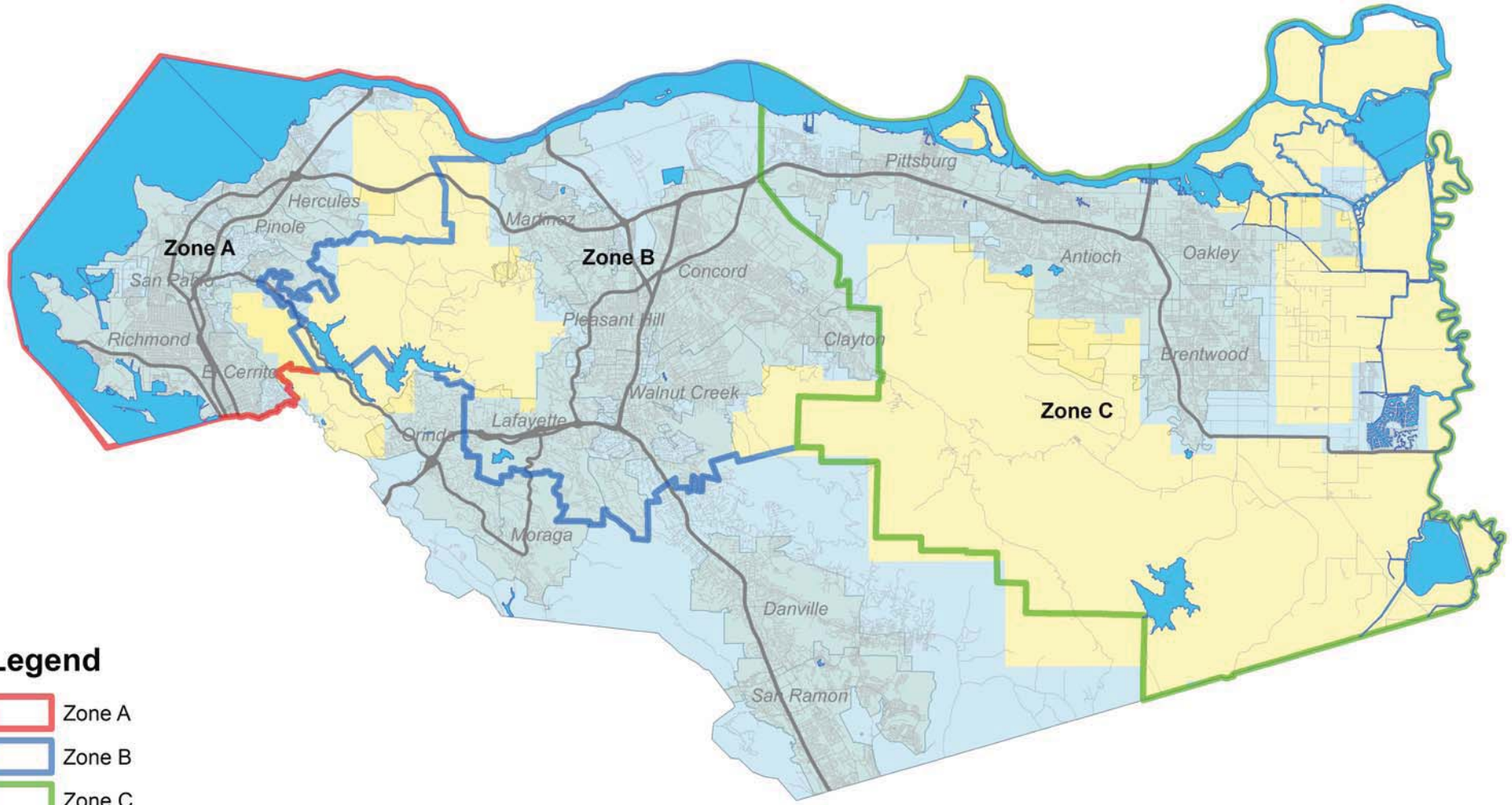
Source: Contra Costa EMS
December 2014

0 4.25 8.5 17 Miles

N

Contra Costa County

High Density/Low Density Response Zones - Plan B



Legend

- Zone A
- Zone B
- Zone C
- High Density
- Low Density

Source: Contra Costa EMS
December 2014

0 4.25 8.5 17 Miles

N

Appendix 7

CURRENT AMBULANCE RATES

Appendix 7

Contra Costa County
Current Approved Ambulance Rates

Emergency Base Rate	$1,957.19
Mileage Rate (per loaded mile)	$45.00
Oxygen	$175.00

Appendix 8

PROCUREMENT TIMELINE

APPENDIX 8
PROCUREMENT TIME LINE

Date	Activity
13 January 2015	Board Approval of RFP
27 February 2015	RFP Released
13 March 2015	RFP Questions/Clarifications Due
19 March 2015	Proposer's Conference
21 May 2015	Proposals due at 4 p.m. and Public Proposal Opening
5 June 2015	Proposer presentations
10 June 2015	Notice of Intent to Award - Protest period Begins
7 July 2015	Presentation to Board; authorization to proceed
17 July 2015	Contract finalized
28-July 2015	Board approval of contract
1 January 2016	Startup of new contract

Appendix 9

REQUIRED FORMS

EXHIBIT A
FACE SHEET

*****THIS FORM MUST APPEAR AS THE FIRST PAGE OF THE PROPOSAL*****

This is a proposal to contract with Contra Costa County to provide emergency medical and ALS interfacility ambulance services.

Name of Proposer: _____

Dba: _____

Type Of Organization: ☐ Corporation ☐ LLC ☐ Partnership ☐ Other _____

Date Founded Or Incorporated: __/__/____

Legal Address:

_____

_____

_____

Phone: (___) ___ - _____ ext.:_____ **Fax:** (___) ___ - _____ *(Required For Notification)*

Federal Tax Identification Number: _____

Contact person: _____

Title: _____

Phone: (___) ___ - _____ **E-Mail:** _____

Address For Mailings: (*If different from above*):

_____

_____

_____

Authorized Signature: _____

Date Submitted: __/___/_____

Print Name: _____

Title: _____

EXHIBIT B
DEBARMENT AND SUSPENSION CERTIFICATION

The Proposer, under penalty of perjury, certifies that, except as noted below, Proposer, its principal, and any named subcontractor:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Proposer Name: _____

Proposer Signature: _____

Title: _____

Date: ___/__/____

EXHIBIT C
REFERENCES

CURRENT REFERENCES **Proposer name:**_____

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(____) _____ - _____
Service Provided:	
Dates/Type of Service:	___/____/_____,

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(____) _____ - _____
Service Provided:	
Dates/Type of Service:	___/____/_____,

EXHIBIT C
REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(____) _____ - _____
Service Provided:	
Dates/Type of Service:	___/____/_____,

EXHIBIT C
REFERENCES

FORMER REFERENCES **Proposer name: _____**

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(____) _____ - _____
Service Provided:	
Dates/Type of Service:	___/____/_____,

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(____) _____ - _____
Service Provided:	
Dates/Type of Service:	___/____/_____,

EXHIBIT C
REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	(____) _____ - _____
Service Provided:	
Dates/Type of Service:	___/____/_____,

EXHIBIT D
INVESTIGATIVE AUTHORIZATION – INDIVIDUAL

The undersigned, being _____ (title) for _____ (entity), which is a prospective Contractor to provide Emergency Ambulance Services to Contra Costa County recognizes that public health and safety requires assurance of safe, reliable and cost efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by the Contra Costa County EMS Agency or its agents, such as, but not limited to, the character, reputation, competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability and general background, and specifically agrees that the EMS Agency, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

_____

Date: _____/____/_____

Individual Name

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public;_____

Notary Public Seal Commission Expiration Date: ___/___/____

EXHIBIT E
INVESTIGATIVE AUTHORIZATION – ENTITY

The undersigned entity, a prospective Contractor to provide Emergency Ambulance Services for Contra Costa County recognizes that public health and safety requires assurance of safe, reliable and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by the Contra Costa County EMS Agency, or its agents. The entity specifically agrees that the Contra Costa County EMS Agency or its agents may conduct an investigation for the purpose into, but not limited to the following matters;

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership or key personnel which might reasonably be expected to influence the Contra Costa County EMS Agency's selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, pricing practices, billings and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and genera internal personnel relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

EXHIBIT E
INVESTIGATIVE AUTHORIZATION – ENTITY

This authorization shall expire six (6) months from the date of the signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Entity Name: _____

Authorized Representative (Signature): _____

Authorized Representative (Printed):_____

Title: _____

Date: __/___/___

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity. In WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year last above written.

_____
Notary Public

Notary Public Seal Commission Expiration Date: ___/___/_____

Appendix 10

STIPULATED AMBULANCE CHARGES

Appendix 10

Contra Costa County
Stipulated Ambulance Rates for Year 1 of Contract

Emergency Base Rate	$2,100.00
Mileage Rate (per loaded mile)	$50.00
Oxygen	$175.00
Treat and Refused Transport	$450.00

Appendix 11

SUBSIDY REQUEST FORM

Appendix 11

Plan A
Subsidy Requirements

Proposer shall identify any subsidies required to support the level of service and performance requirements for Plan A. An annual subsidy for each of the first five years of the term of the Agreement shall be identified in this submission, if a subsidy is required.

Year One Subsidy:----------$_____

Year Two Subsidy: ----------$_____

Year Three Subsidy: ----------$_____

Year Four Subsidy:----------$_____

Year Five Subsidy: ----------$_____

FIRM: _____

SIGNATURE:_____

DATE: ___/___/_____

PRINTED NAME: _____

TITLE: _____

Appendix 12

INSURANCE REQUIRMENTS

APPENDIX 12
INSURANCE REQUIREMENTS

1. **EVIDENCE OF INSURANCE**: Certificates of insurance are required from a reputable insurer evidencing all overages required for the term of any contract that may be awarded pursuant to this RFP.
2. **COUNTY NAMED AS ADDITIONAL INSURED:** The County's insurance requirements for Additional Insured reads, "All insurance required above with the exception shall be endorsed to name as additional insured." An endorsement is an amendment to a contract, such as an insurance policy, by which the original terms are changed. The insurance certificate (also known as the "Accord") carries a disclaimer, "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below." Additional insured listed in the description box are not a proper risk transfer. Any amendment or extension of the coverage such as an additional insured should be provided by a separate endorsement page or copy of the policy.
3. **INSURANCE PROVISIONS**

3.1 CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. If and to the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company with an A.M. Best rating of A: VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than FIVE MILLION DOLLARS ($5,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the

aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than THREE MILLION DOLLARS ($3,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE MILLION DOLLARS ($3,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the approval of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the County Fire Department prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the insurance coverages referenced in 7(b)(1) and (3), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance

provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Appendix 13

SAMPLE STANDARD COUNTY CONTRACT

1. **Compliance with Law**. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

2. **Inspection**. Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

   Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

   This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.

5. **Termination and Cancellation**.

   a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments**.

   a. **General Amendments**. In the event that the total Payment Limit of this Contract is less than $100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments**. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes**. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction**.

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws**. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County**. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment**. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status**. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Contractor is not a County employee. This Contract does not give Contractor any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest**. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract,

their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

    a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

    b. **Workers' Compensation**. Contractor must provide workers' compensation insurance coverage for its employees.

    c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the

coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract

20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit**. (A) If Contractor is funded by $500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than $500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Number: _____

HIPAA BUSINESS ASSOCIATE ATTACHMENT

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Attachment ("Attachment") supplements and is made a part of the Contract identified as Number _____ (hereinafter referred to as "Agreement") by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as "County") and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as "Associate").

A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), defined below.

B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and the regulations promulgated thereunder (collectively, the "HIPAA Regulations"), and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations and contained in this Attachment.

In consideration of the mutual promises below and the exchange of information pursuant to this Attachment, the parties agree as follows:

1. Definitions. As used in this Attachment, the following terms have the following meanings:

   a. **Breach** has the meaning given to such term under the HITECH Act set forth at 42 U.S.C. Section 17921.

   b. **Business Associate** ("Associate") means an individual or entity that provides services, arranges, performs or assists in the performance of activities on behalf of the County and who uses or discloses PHI, pursuant to the HIPAA Regulations including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

   c. **Covered Entity** ("County") means Contra Costa County for its Health Services Department.

   d. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.

   e. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.

   f. **Electronic Media** is:

      (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or

      (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

   g. **Electronic Protected Health Information (ePHI)** is any Protected Health Information that is stored in or transmitted by electronic media.

   h. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501, as in effect or as amended.

j. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, as in effect or as amended.

k. **Protected Health Information** ("PHI") means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501).

l. **Protected Information** means PHI provided by County to Associate or created or received by Associate on behalf of the County in connection with the Agreement.

m. **Required by Law** has the same meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.103.

n. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

o. **Security Rule** means the standards for protecting the security of electronic Protected Health Information in 45 C.F.R. Parts 160 and 164, as in effect or as amended.

p. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h).

Terms used, but not defined, in this Attachment will have the same meanings as those terms are given in the HIPAA Privacy Rule.

2. Obligations of Associate.

a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted under the Agreement and this Attachment, or as Required by Law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act.

b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Attachment, (ii) for the proper management and administration of Associate, (iii) as Required by Law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Attachment and only disclosed as Required By Law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate or any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.

c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or services to which the PHI solely relates (42 U.S.C. Section 17935(a)). Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42

U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.

d. **Appropriate Safeguards.** Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Attachment and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.

e. **Reporting of Improper Use or Disclosure.** Associate will notify County in writing within twenty-four (24) hours of its discovery of any security incident or any other use or disclosure of Protected Information not permitted by the Agreement or this Attachment of which Associate or its officers, employees or agents become aware, without unreasonable delay, and in no case later than ten (10) calendar days after discovery. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

f. **Associate's Agents.** Associate agrees to ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Associate with respect to such Protected Information and implement the safeguards required by paragraph c, above, with respect to ePHI. Associate agrees to implement and maintain sanctions against agents and subcontractors who violate such restrictions and will mitigate the effects of any such violation.

g. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within ten (10) days of request by County to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.524. If Associate maintains an Electronic Health Records, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of Protected Information.** Within ten (10) days of receipt of a request from County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors will make such Protected Information available to County for amendment and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify County within five (5) calendar days of the request, without unreasonable delay. County, and not Associate, will determine if and when to deny a request for an amendment of Protected Information maintained by Associate.

i. **Availability and Accounting of Information.** Within ten (10) calendar days of notice by County of a request for an accounting of disclosure of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule set forth at 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 C. F. R. Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.502; (ii) to individuals of PHI about them as set forth in 45 C. F. R. 164.502; (iii) to persons involved in the individual's care or other notification purposes as set forth in 45 C. F. R. Section 164.510; (iv) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); or (v) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, such information must include: (i) the date of disclosure; (ii) the name of the

entity or person who received Protected Information and , if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate will send the request, in writing, to County within five (5) calendar days of receipt. It will then be County's responsibility to prepare and deliver or otherwise respond to the accounting request. Associate will not disclose any Protected Information except as set forth in Section 2.b. of this Attachment.

j. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Associate's compliance with the HIPAA Privacy Rule. Associate agrees to provide County with copies of any Protected Information that Associate provides to the Secretary of the U.S. Department of Health and Human Services at the same time Associate provides such Protected Information to the Secretary of the U.S. Department of Health and Human Services.

k. **Minimum Necessary.** Associate and its agents and subcontractors will only request, use, and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to Protected Information.

m. **Retention of Protected Information.** Except as provided in Section 3.c. of this Attachment, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Attachment for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.

n. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Attachment. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, at its sole discretion, that will cover losses that may arise from any breach of this Attachment, breach of security, or any unauthorized use or disclosure of Protected Information. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Attachment.

o. **Notification of Breach**. During the term of the Agreement, Associate shall notify County within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. In the event the breach was caused, directly or indirectly, by negligent misconduct on the part of Associate, Associate's agents or subcontractors, Associate will be solely responsible for all damages resulting from the breach.

p. **Breach Pattern or Practice by County**. Pursuant to 42 U.S.C. Section 17934(b), if the Associate knows of a pattern of activity or practice of County that constitutes a material breach of violation of the County's obligations under the Agreement or Attachment, the Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Associate must terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary of the U.S. Department of Health and

entity or person who received Protected Information and , if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate will send the request, in writing, to County within five (5) calendar days of receipt. It will then be County's responsibility to prepare and deliver or otherwise respond to the accounting request. Associate will not disclose any Protected Information except as set forth in Section 2.b. of this Attachment.

j. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Associate's compliance with the HIPAA Privacy Rule. Associate agrees to provide County with copies of any Protected Information that Associate provides to the Secretary of the U.S. Department of Health and Human Services at the same time Associate provides such Protected Information to the Secretary of the U.S. Department of Health and Human Services.

k. **Minimum Necessary.** Associate and its agents and subcontractors will only request, use, and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to Protected Information.

m. **Retention of Protected Information.** Except as provided in Section 3.c. of this Attachment, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Attachment for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.

n. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Attachment. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, at its sole discretion, that will cover losses that may arise from any breach of this Attachment, breach of security, or any unauthorized use or disclosure of Protected Information. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Attachment.

o. **Notification of Breach**. During the term of the Agreement, Associate shall notify County within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. In the event the breach was caused, directly or indirectly, by negligent misconduct on the part of Associate, Associate's agents or subcontractors, Associate will be solely responsible for all damages resulting from the breach.

p. **Breach Pattern or Practice by County**. Pursuant to 42 U.S.C. Section 17934(b), if the Associate knows of a pattern of activity or practice of County that constitutes a material breach of violation of the County's obligations under the Agreement or Attachment, the Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Associate must terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary of the U.S. Department of Health and

Human Services. Associate shall provide written notice to County of any pattern of activity or practice of County that Associate believes constitutes a material breach or violation of the County's obligations under the Agreement or Attachment within five (5) days of discovery and shall meet with County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

q. **Certification and Enforcement.** At any time during the term of the Agreement, and without advance notice, County and its authorized agents or contractors may examine Associate's facilities, systems, procedures and records as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, HITECH Act, other HIPAA Regulations, and this Attachment.

3. **Termination.**

a. **Material Breach.** A breach by Associate of any material provision of this Attachment, as determined by County, constitutes grounds for termination of the Agreement pursuant to General Conditions Paragraph 5. (Termination and Cancellation), Subsection b. (Failure to Perform), of the Agreement.

b. **Reasonable Steps to Cure Breach.** If County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Attachment, County may, in its sole discretion, terminate the Agreement pursuant to Section 3.a., above, or provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary of the U.S. Department of Health and Human Services.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, Associate must return or destroy, at the exclusive option of County, all Protected Information that Associate, its agents and subcontractors, still maintain in any form, and Associate may not retain any copies of such Protected Information. If return or destruction is not feasible, Associate may retain the Protected Information and must continue to extend the protections of Sections 2.a., 2.b., 2.c., and 2.d. of this Attachment to such information and limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If Associate destroys the Protected Information, Associate must verify in writing to County that such Protected Information has been destroyed.

4. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Attachment, HIPAA, HITECH Act, or the HIPAA Regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

5. **Changes to HIPAA and its regulations.**

a. **Compliance with Law.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that changes to this Attachment may be required to ensure compliance with such developments. The parties agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, HITECH Act, the HIPAA Regulations, and other applicable state and federal laws relating to the security and/or confidentiality of PHI.

b. **Negotiations.** In the event that a state or federal law, statute, or regulation materially affects the Agreement or this Attachment, the parties agree to negotiate immediately and in good faith any necessary or appropriate revisions to the Agreement or this Attachment. If the parties are unable to reach an agreement concerning such revisions within the earlier of thirty (30) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulations, or if the change is effective immediately, then County may, in its sole discretion, immediately terminate the Agreement upon written notice to Associate.

6. Miscellaneous Provisions.

a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, HITECH Act, the HIPAA Regulations, or other laws relating to security and privacy and arising out of the Agreement or this Attachment.

b. **No Third Party Beneficiaries.** Nothing express or implied in this Attachment is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

c. **Interpretation.** The provisions of this Attachment prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Attachment. This Attachment and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Attachment will be resolved in favor of a meaning that complies, and is consistent, with HIPAA and the Privacy Rule.

d. **Notice to Secretary.** Associate understands and agrees that if County knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under this Attachment and the breach or violation continues and termination of the Agreement is not feasible, County will report the problem to the Secretary of the U.S. Department of Health and Human Services, as required by HIPAA, HITECH Act, and the HIPAA regulations.

e. **Survival**. The obligations of Associate pursuant to Sections 2.l. and 3.c. of this Attachment survive the termination or expiration of the Agreement.

Form approved by County Counsel [12/2009]

Appendix 14

BASIS FOR REVENUE PROJECTIONS TEMPLATE

Appendix 14
Basis for Revenue Projections

Medicare (Year One)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Medicare (Year Two)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Medicare (Year Three)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Medi-Cal (Year One)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Medi-Cal (Year Two)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Medi-Cal (Year Three)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Insurance (Year One)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Insurance (Year Two)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Insurance (Year Three)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Self Pay (Year One)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Self Pay (Year Two)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Self Pay (Year Three)	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Appendix 14
Basis for Revenue Projections

Total Fee-for-Service Revenue (Year One)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Total Fee-for-Service Revenue (Year Two)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Total Fee-for-Service Revenue (Year Three)			
	# Transports	Total Charges	Cash Collections
ALS 1-Emergency			
ALS 2			
BLS-Emergency			
ALS 1-Non-emergency			
BLS Non-emergency			
TOTAL			

Other Revenue (Year One)	
Federal/State Reimbursement (GEMT)	
Other Revenue (Contracts, etc.)	
TOTAL	

Other Revenue (Year Two)	
Federal/State Reimbursement (GEMT)	
Other Revenue (Contracts, etc.)	
TOTAL	

Other Revenue (Year Three)	
Federal/State Reimbursement (GEMT)	
Other Revenue (Contracts, etc.)	
TOTAL	

TOTAL REVENUE (Year One)	
Total Fee-for-service Revenue	
Total Other Revenue	
TOTAL REVENUE	

TOTAL REVENUE (Year Two)	
Total Fee-for-service Revenue	
Total Other Revenue	
TOTAL REVENUE	

TOTAL REVENUE (Year Three)	
Total Fee-for-service Revenue	
Total Other Revenue	
TOTAL REVENUE	

Appendix 15

REVENUE FLOW PROJECTION TEMPLATE

				Portion of Monthly Net Revenue Expected in Month Received											
		Total Charges	Net Revenue Expected	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Total and Net Revenue Projected by Month	Month 1														
	Month 2														
	Month 3														
	Month 4														
	Month 5														
	Month 6														
	Month 7														
	Month 8														
	Month 9														
	Month 10														
	Month 11														
	Month 12														
	TOTAL														

Appendix 16

EXPENSE BUDGET TEMPLATES

Appendix 16
Expense Budgets (Plans A B)

YEAR 1 (Plan A)

ANNUAL EXPENSES	
Personnel	
Wages	
Paramedics	$ -
EMTs	$ -
QI/Training	$ -
Management/Supervisors	$ -
Other Personnel	$ -
Overtime Expense	$ -
Benefits	$ -
Other Personnel	$ -
TOTAL PERSONNEL	$ -
General and Administration	
Professional Services	$ -
Medical Director Fees	$ -
Consulting Fees	$ -
Billing & Collection Fees/Expenses	$ -
Contract Administration Fees	
Office Supplies & Equipment	$ -
Leased equipment	$ -
Occupancy leases, rents	$ -
Utilities and Telephone	$ -
Insurance	$ -
Performance Security Expense	$ -
Overhead Expenses	$ -
Taxes and Licenses	$ -
Travel Expenses	$ -
Office Capital Equp Depreciation	$ -
Misc Expenses	$ -
Operations	
Dispatch and communication expense	$ -
Information technology expenses	$ -
Training/ QI expenses	$ -
Community Education Expenses	$ -
Vehicles	
Fuel, oil, tires, disposable supplies	$ -
Repair and maintenance	$ -
Vehicle lease expense	$ -
Depreciation	$ -
Medical	
Medical Equipment	$ -
Pharmaceuticals, oxygen	$ -
Medical Supplies	$ -
Depreciation	$ -
Other Expenses	$ -
TOTAL NON-PERSONNEL	$ -
TOTAL EXPENSES	$ -

Appendix 16
Expense Budgets (Plans A B)

YEAR 2 (Plan A)

ANNUAL EXPENSES	
Personnel	
Wages	
Paramedics	$ -
EMTs	$ -
QI/Training	$ -
Management/Supervisors	$ -
Other Personnel	$ -
Overtime Expense	$ -
Benefits	$ -
Other Personnel	$ -
TOTAL PERSONNEL	$ -
General and Administration	
Professional Services	$ -
Medical Director Fees	$ -
Consulting Fees	$ -
Billing & Collection Fees/Expenses	$ -
Contract Administration Fees	
Office Supplies & Equipment	$ -
Leased equipment	$ -
Occupancy leases, rents	$ -
Utilities and Telephone	$ -
Insurance	$ -
Performance Security Expense	$ -
Overhead Expenses	$ -
Taxes and Licenses	$ -
Travel Expenses	$ -
Office Capital Equp Depreciation	$ -
Misc Expenses	$ -
Operations	
Dispatch and communication expense	$ -
Information technology expenses	$ -
Training/ QI expenses	$ -
Community Education Expenses	$ -
Vehicles	
Fuel, oil, tires, disposable supplies	$ -
Repair and maintenance	$ -
Vehicle lease expense	$ -
Depreciation	$ -
Medical	
Medical Equipment	$ -
Pharmaceuticals, oxygen	$ -
Medical Supplies	$ -
Depreciation	$ -
Other Expenses	$ -
TOTAL NON-PERSONNEL	$ -
TOTAL EXPENSES	$ -

Appendix 16
Expense Budgets (Plans A B)

YEAR 3 (Plan A)

ANNUAL EXPENSES	
Personnel	
Wages	
Paramedics	$ -
EMTs	$ -
QI/Training	$ -
Management/Supervisors	$ -
Other Personnel	$ -
Overtime Expense	$ -
Benefits	$ -
Other Personnel	$ -
TOTAL PERSONNEL	$ -
General and Administration	
Professional Services	$ -
Medical Director Fees	$ -
Consulting Fees	$ -
Billing & Collection Fees/Expenses	$ -
Contract Administration Fees	
Office Supplies & Equipment	$ -
Leased equipment	$ -
Occupancy leases, rents	$ -
Utilities and Telephone	$ -
Insurance	$ -
Performance Security Expense	$ -
Overhead Expenses	$ -
Taxes and Licenses	$ -
Travel Expenses	$ -
Office Capital Equp Depreciation	$ -
Misc Expenses	$ -
Operations	
Dispatch and communication expense	$ -
Information technology expenses	$ -
Training/ QI expenses	$ -
Community Education Expenses	$ -
Vehicles	
Fuel, oil, tires, disposable supplies	$ -
Repair and maintenance	$ -
Vehicle lease expense	$ -
Depreciation	$ -
Medical	
Medical Equipment	$ -
Pharmaceuticals, oxygen	$ -
Medical Supplies	$ -
Depreciation	$ -
Other Expenses	$ -
TOTAL NON-PERSONNEL	$ -
TOTAL EXPENSES	$ -

Appendix 16
Expense Budgets (Plans A B)

YEAR 1 (Plan B)

ANNUAL EXPENSES	
Personnel	
Wages	
Paramedics	$ -
EMTs	$ -
QI/Training	$ -
Management/Supervisors	$ -
Other Personnel	$ -
Overtime Expense	$ -
Benefits	$ -
Other Personnel	$ -
TOTAL PERSONNEL	$ -
General and Administration	
Professional Services	$ -
Medical Director Fees	$ -
Consulting Fees	$ -
Billing & Collection Fees/Expenses	$ -
Contract Administration Fees	
Office Supplies & Equipment	$ -
Leased equipment	$ -
Occupancy leases, rents	$ -
Utilities and Telephone	$ -
Insurance	$ -
Performance Security Expense	$ -
Overhead Expenses	$ -
Taxes and Licenses	$ -
Travel Expenses	$ -
Office Capital Equp Depreciation	$ -
Misc Expenses	$ -
Operations	
Dispatch and communication expense	$ -
Information technology expenses	$ -
Training/ QI expenses	$ -
Community Education Expenses	$ -
Vehicles	
Fuel, oil, tires, disposable supplies	$ -
Repair and maintenance	$ -
Vehicle lease expense	$ -
Depreciation	$ -
Medical	
Medical Equipment	$ -
Pharmaceuticals, oxygen	$ -
Medical Supplies	$ -
Depreciation	$ -
Other Expenses	$ -
TOTAL NON-PERSONNEL	$ -
TOTAL EXPENSES	$ -

Appendix 16
Expense Budgets (Plans A B)

YEAR 2 (Plan B)

ANNUAL EXPENSES	
Personnel	
Wages	
Paramedics	$ -
EMTs	$ -
QI/Training	$ -
Management/Supervisors	$ -
Other Personnel	$ -
Overtime Expense	$ -
Benefits	$ -
Other Personnel	$ -
TOTAL PERSONNEL	$ -
General and Administration	
Professional Services	$ -
Medical Director Fees	$ -
Consulting Fees	$ -
Billing & Collection Fees/Expenses	$ -
Contract Administration Fees	
Office Supplies & Equipment	$ -
Leased equipment	$ -
Occupancy leases, rents	$ -
Utilities and Telephone	$ -
Insurance	$ -
Performance Security Expense	$ -
Overhead Expenses	$ -
Taxes and Licenses	$ -
Travel Expenses	$ -
Office Capital Equp Depreciation	$ -
Misc Expenses	$ -
Operations	
Dispatch and communication expense	$ -
Information technology expenses	$ -
Training/ QI expenses	$ -
Community Education Expenses	$ -
Vehicles	
Fuel, oil, tires, disposable supplies	$ -
Repair and maintenance	$ -
Vehicle lease expense	$ -
Depreciation	$ -
Medical	
Medical Equipment	$ -
Pharmaceuticals, oxygen	$ -
Medical Supplies	$ -
Depreciation	$ -
Other Expenses	$ -
TOTAL NON-PERSONNEL	$ -
TOTAL EXPENSES	$ -

Appendix 16
Expense Budgets (Plans A B)

YEAR 3 (Plan B)

ANNUAL EXPENSES	
Personnel	
Wages	
Paramedics	$ -
EMTs	$ -
QI/Training	$ -
Management/Supervisors	$ -
Other Personnel	$ -
Overtime Expense	$ -
Benefits	$ -
Other Personnel	$ -
TOTAL PERSONNEL	$ -
General and Administration	
Professional Services	$ -
Medical Director Fees	$ -
Consulting Fees	$ -
Billing & Collection Fees/Expenses	$ -
Contract Administration Fees	
Office Supplies & Equipment	$ -
Leased equipment	$ -
Occupancy leases, rents	$ -
Utilities and Telephone	$ -
Insurance	$ -
Performance Security Expense	$ -
Overhead Expenses	$ -
Taxes and Licenses	$ -
Travel Expenses	$ -
Office Capital Equp Depreciation	$ -
Misc Expenses	$ -
Operations	
Dispatch and communication expense	$ -
Information technology expenses	$ -
Training/ QI expenses	$ -
Community Education Expenses	$ -
Vehicles	
Fuel, oil, tires, disposable supplies	$ -
Repair and maintenance	$ -
Vehicle lease expense	$ -
Depreciation	$ -
Medical	
Medical Equipment	$ -
Pharmaceuticals, oxygen	$ -
Medical Supplies	$ -
Depreciation	$ -
Other Expenses	$ -
TOTAL NON-PERSONNEL	$ -
TOTAL EXPENSES	$ -

Appendix 16
Expense Budget Assumptions (Plans A B)

Assumptions	Plan A			Plan B		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Number of Paramedics (FTEs)						
Number of EMTs (FTEs)						
Average Annual Paramedic Wage						
Average Annual EMT Wage						
Benefit Percentage						
Average Weekly Staffed Unit-Hours						
Fully Burdened Unit-Hour Cost						

Appendix 17

ONE TIME EXPENSE AND CAPITAL BUDGET TEMPLATE

Assumptions	Plan A	Plan B
Number of Staffed Ambulance at Peak		
Total Number of Ambulance in Fleet		
Number of Leased Ambulances		
Number of Purchased Ambulances		
Number of Existing Ambulances for CCC		

One-Time Costs	Plan A		Plan B	
	Qty.	Cost/Value	Qty.	Cost/Value
Number of New Ambulances				
Medical Equipment				
Supply Inventory				
Leasehold Improvements				
IT Equipment (including mobile)				
Communications Equipment				
Office Furnishing/Equipment				
Shop Equipment				
Shop Supply/Parts Inventory				
Wages & Benefits				
Employment Costs				
Leases/Rents				
Legal/Professional Services				
Other > $10,000				
TOTAL ONE TIME COSTS				

Appendix 18

PRO FORMA BUDGET SUMMARY TEMPLATE

	Plan A				Plan B			
	Start-Up Costs	Year 1	Year 2	Year 3	Start-Up Costs	Year 1	Year 2	Year 3
Revenue								
Expenses								
Gain (Loss)								

Appendix 19

ALS INTERFACILITY PRICE SHEET

APPENDIX 19
ALS Interfacility Charges

1. Patient Charges shall be submitted on this exhibit in **Table A** as is. Proposed patient charges should take into consideration the cost of providing care to indigent patients. No alterations or changes of any kind are permitted.
2. The County has adopted a "bundled" rate for ambulance services with a single base rate, whereby most fees for service are included in the base rate, with the exception of oxygen and mileage.
3. The patient charges quoted in **Table A** shall include all taxes and all fees charged to patients or third party payers. Proposals should reflect a bundled rate structure and no other charges for supplies, equipment, or procedures, or other services will be accepted. Contractor shall comply with fee schedule and rates proposed in response to this RFP and approved by the County.

Table A - Proposed Charges	
Complete the proposed charge for each item listed below. No other patient charges will be considered.	
Ambulance ALS Interfacility Base Rate	$_____.
Mileage/mile	$_____.
Oxygen	$ 175.00
Treat, Non-transport rate*	$_____.

Proposer agrees that the prices quoted are the maximum that will be charged during the term of any contract awarded, with the exception of increases or fee adjustments described in the RFP.

FIRM: _____

SIGNATURE:_____

DATE: ___/____/_____

PRINTED NAME:

_____

TITLE: _____