



Emergency Medical Services Agency

Request for Proposal for  
Emergency Ambulance Services and  
EMS System Performance Specifications for  
Contra Costa County California

January 3, 2018

**DRAFT**

Proposal submittal deadline:

Thursday, July 19, 2018, 4:00 p.m.  
Contra Costa Health Services  
Emergency Medical Services Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
(925) 646-4690 fax (925) 646-4379  
[www.cccems.org](http://www.cccems.org)

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## Definitions

1. **"Advanced EMT" or "AEMT"** means a California certified emergency medical technician with additional training in limited advanced life support pursuant to Health and Safety Code section 1797 et seq.
2. **"Advanced Life Support" or "ALS"** means special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs, and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of the Base Hospital or utilizing approved prehospital treatment protocols or standing orders as part of the EMS System at the scene of an emergency, during transport to an acute care hospital or other approved facility, during inter-facility transfers, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency department or other medical staff of that hospital.
3. **"ALS Ambulance"** means an ambulance equipped, or arranged and staffed for the purpose of providing ALS care within the EOAs while under contract with the County.
4. **"Ambulance"** means any motor vehicle that meets the standards set forth in Title 13 of the California Code of Regulations, and which is specifically constructed, modified or equipped, or arranged, used, licensed, or operated for the purpose of transporting sick, injured, convalescent, infirmed, or otherwise incapacitated persons in need of medical care.
5. **"Ambulance Providers"** means those ambulance provider agencies issued a permit to operate in the County pursuant to Division 48 of the County Ordinance Code.
6. **"Ambulance Strike Team" or "AST"** means a team of five (5) staffed ambulances, a designated AST leader (herein, an "ASTL"), and an ASTL vehicle that is staffed by a qualified person trained to the standards set forth by local EMS policy and the EMSA guidelines.
7. **"Annual System Improvement and Enhancement Goals"** means those goals, mutually agreed upon by the parties, that contain the EMS System improvements and enhancements that are to be implemented by Proposer for the specified year.
8. **"Arrival on Scene Time"** has the meaning set forth in Section H(6)(c) below.
9. **"Base Hospital" or "BH"** means John Muir Medical Center, Walnut Creek campus, or other facility designated by LEMSA pursuant to Health and Safety Code section 1798.100.
10. **"Basic Life Support" or "BLS"** means emergency first aid and cardiopulmonary resuscitation medical care procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting proper application of cardiopulmonary resuscitation to maintain life without invasive techniques, unless authorized by state law or regulation, until the victim may be transported or until ALS medical care is available.
11. **"BLS Ambulance"** means an Ambulance equipped, or arranged, and staffed for the purpose of providing BLS care within the County.
12. **"CARES"** means Cardiac Arrest Registry to Enhance Survival
13. **"CCCEMSIS"** means the Contra Costa County Emergency Medical Services Information System as set forth in Section I.5.
14. **"Continuous Quality Improvement" or "CQI"** means the process of evaluating prehospital EMS and non-emergency transportation services to identify where personnel performance or the system itself can be improved, implementing potential improvements, and reevaluating and refining them in a continuous cycle. While quality assurance traditionally focuses on the detection of defects, CQI strives to prevent them.



15. **"County EMS System" or "EMS System"** means the specifically organized system of local EMS communications centers (law enforcement, fire, and ambulance), emergency ambulance providers, non-emergency ambulance providers, local fire agencies, air ambulance/rescue providers, local hospitals, local and state law enforcement agencies, EMS training programs, and EMS continuing education providers that provide the coordinated delivery of EMS services within the County.
16. **"County"** means Contra Costa County.
17. **"County Contract Administrator" or "Contract Manager"** means the LEMSA Director or designee.
18. **"County EMS Plan"** means a plan for the delivery of emergency medical services pursuant to Health and Safety code section 1797 et seq.
19. **"EHR"** has the meaning set forth in Section I(4) below.
20. **"EHR System"** has the meaning set forth in Section I(4) below.
21. **"Emergency Ambulance"** means an Ambulance authorized pursuant to Division 48 of the County Ordinance Code and operated by a LEMSA authorized emergency ambulance provider in an EOA as identified in the County EMS Plan.
22. **"Emergency Ambulance Services"** means Ambulance services provided at any LEMSA authorized level (ALS, critical care transport, or BLS) and provided in response to 9-1-1 and/or seven (7) digit or ten (10) digit requests for EMS through an authorized PSAP, or prehospital emergency calls received directly by Proposer, or response to mutual aid incidents within or outside the county at the request of the LEMSA.
23. **"Emergency Ambulance Transport"** means any Ambulance transport originating from a 9-1-1, seven (7) digit or ten (10) digit request for service through an authorized PSAP, or originating from prehospital emergency calls received directly by Proposer, or an Ambulance transport of a patient suffering a medical emergency from the prehospital environment to a LEMSA authorized acute care facility or any hospital emergency department.
24. **"Emergency Medical Dispatch Center"** means an emergency medical dispatch center that has been approved by the LEMSA for dispatching Ambulances under this Contract.
25. **"Emergency Medical Dispatch System"** means a system that enhances services provided by emergency medical dispatchers by allowing the call taker to quickly narrow down the caller's type of medical or trauma situation using nationally standardized medical triage, so as to better dispatch the appropriate level of emergency services and resources and that provides quality pre-arrival instructions to the caller before help arrives.
26. **"Emergency Medical Services" or "EMS"** means the services delivered through the EMS System in response to a medical emergency or request for ambulance service.
27. **"Emergency Response Area" or "ERA"** means ambulance emergency response areas established by LEMSA and delineated on the map entitled "Emergency Response Areas of Contra Costa County", as amended, which is on file in the office of LEMSA and the Clerk of the County Board of Supervisors
28. **"Emergency Response Zone" or "ERZ"** means those areas defined by the County EMS Plan that establishes an emergency response zone and which are set forth on Appendix 6 (Emergency Response Zone Map) as San Ramon.
29. **"EMS Quality Improvement Plan" or "EQIP"** means the EMS System-wide quality improvement plan and activities stated in the plan submitted by LEMSA and approved by the EMSA pursuant to California Code of Regulations, Title 22.
30. **"EMSA"** means the California Emergency Medical Services Authority.
31. **"EMT"** means a person certified to render BLS medical care pursuant to Health and Safety Code section 1797 et seq., and who meets the requirements of the LEMSA and the County Ordinance Code.

32. **"EOA"** means an exclusive operating area or subarea defined by the County EMS Plan where operations are restricted to one ( 1) or more Emergency Ambulance Service provider or providers of ALS services pursuant to Health and Safety Code section 1797.224.
33. **"IHI"** means the Institute of Healthcare Improvement.
34. **"Interim PCR" (or Abbreviated Patient Care Record)** means an abbreviated patient care report that is sufficient to allow the receiving hospital staff to provide patient care continuity and which documents, at a minimum, the patient name, date of birth, pre-hospital vital signs, applicable medical history, medications, allergies, and any field procedures performed by EMS prior to arrival at the hospital, which is left at the facility pending completion of the final EHR. It may not contain a narrative, billing information, or other information that may be required by NEMSIS.
35. **"KPI"** has the meaning set forth in Section IV.C.9 below.
36. **"LEMSA"** means the Contra Costa County Emergency Medical Services Agency which has primary responsibility for the administration of EMS within the county.
37. **"LEMSA Medical Director"** means the physician designated by the County to serve as the medical director of LEMSAs pursuant to Health and Safety Code section 1797.202.
38. **"Medical Health Operational Area Coordinator"** or **"MHOAC"** means the County health officer and the LEMSAs Director acting jointly as the Medical Health Operational Area Coordinator under California Health and Safety Code section 1797.153 as responsible for ensuring the development of a medical and health disaster plan for the Operational Area.
39. **"MCI"** means a medical emergency incident involving multiple or mass casualties which requires notifications as defined by the County's MCI plan.
40. **"Multi-patient event"** means an event involving multiple patients regardless of injuries that requires a multi-resource response.
41. **"Performance Report"** means a report to be generated by Proposer for LEMSAs on an annual or monthly basis that details Proposer's activities performed pursuant to this Contract and presents the performance metrics and compliance elements stipulated under this Contract in a format approved by LEMSAs. .
42. **"Paramedic"** means a person licensed and accredited to render ALS medical care pursuant to Health and Safety Code section 1797 et seq.
43. **"PSAP"** means the public safety answering point where 9-1-1 calls are first received for a particular jurisdiction.
44. **"Response Time"** means the interval, in exact minutes and seconds, between the Time Call Received and either the Arrival on Scene Time, or the time of cancellation by an Emergency Medical Dispatch Center.
45. **"Response Time Standards"** has the meaning set forth in Section H(4).
46. **"Service Area"** has the meaning set forth in Section 0(1)(a) below.
47. **"Time Call Received"** has the meaning set forth in Section H(6)(b) below.

## Section I – System Design Summary

### Overview

Through this Request for Proposal (RFP), Contra Costa County is seeking the services of an ambulance provider to be the sole provider of paramedic-level emergency ground ambulance service throughout the designated Exclusive Operating Area (EOA). The designated EOA covers the area of unincorporated southern Contra Costa County and the communities of Alamo, Danville, San Ramon, Tassajara, Blackhawk, Morgan Territory and Diablo. Not included in the designated EOA for this procurement are the EOAs covering the territory of the Moraga-Orinda Fire Protection District, where paramedic ambulance services are provided by the fire district, and the remainder of Contra Costa County, where paramedic ambulance services are provided by Contra Costa County Fire Protection District.

Proposals submitted in accordance with this RFP will be evaluated based upon commitment and demonstrated ability to meet the performance standards set forth in the RFP and to sustain Contra Costa County's high performance Emergency Medical Service (EMS) system. While response times are an important measure of a high performance EMS system, clinical excellence and patient safety are a priority. The County's overarching goals in the conduct of the procurement process are to: (1) promote public health and safety by preventing the loss of life; (2) minimize patients pain; (3) reduce the costs associated with catastrophic injury or illness; and (4) community education and injury/illness prevention, and (5) ensure good value in return for the investments of the customer and the community. The successful proposer will demonstrate a commitment to quality factors, including clinical monitoring, progressive continuous clinical and operational training, team building, and quality assurance and improvement.

The successful proposer will be offered a contract with exclusive rights to provide emergency paramedic ground ambulance response within the designated EOA. The contract will be for a five (5) year term beginning at 12:01 a.m. on November 1, 2018 and terminating at midnight, October 31, 2023.

If, at the sole judgment and discretion of the EMS Agency, 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 EMS Agency 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 EMS Agency to have completed a competitive procurement for selecting the Contractor by the end of the term of the agreement or extension thereof, it is recognized that healthcare and EMS changes may require a redesign of the EMS System. In the event that circumstances beyond the control of the EMS Agency 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 EMS Agency will contact the California 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 EMS Agency 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.

## Overview of EMS System Design

Contra Costa Health Services is the Local EMS Agency (LEMSA) for Contra Costa County as designated by the County Board of Supervisors pursuant to California statute. The EMS system is administered by the Contra Costa County EMS Agency, a division of the Health Services department. The County's Emergency Medical Care Committee, a Board-appointed committee comprised of both public members and representatives of organizations and professional groups with EMS interest, provides advice to the EMS Agency and to the Board on EMS matters.

Division 48 of the County Ordinance Code regulates both emergency and non-emergency ambulance and emergency medical services. Emergency ambulance service is further regulated through exclusive operating agreements in each of the County's three (3) EOA's. First responder services are provided by six (6) fire districts and three (3) municipal fire departments. Most first responder services are provided at the paramedic level in accordance with County first responder agreements. Eight (8) hospitals within the county are licensed to provide Basic Emergency Services. John Muir Medical Center in Walnut Creek is a County-designated Level II Trauma Center. The County has also designated five (5) ST-elevation myocardial infarction (STEMI) receiving centers and six (6) stroke receiving centers. Two (2) 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 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 fire/medical dispatch centers located at San Ramon Valley Fire Protection District (serving San Ramon Valley Fire), Richmond Police (serving Richmond and El Cerrito Fire Departments), and Contra Costa County Fire Protection District (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 fire/medical dispatch 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 area covered by this RFP, dispatch information, including the ambulance request, is provided by the San Ramon Valley 9-1-1 Communications Center and the PSAP for the City of San Ramon.

The initial response to a potentially life threatening incident includes both a first response unit and a paramedic-staffed ambulance. Currently, fire first response is at the paramedic level throughout the EOA.

Emergency ambulance service is currently provided by the County's three (3) emergency ambulance contractors; San Ramon Valley Fire Protection District in the areas covered by this RFP and by Moraga-Orinda Fire Protection District in their respective districts. Contra Costa County Fire Protection District

currently covers the remaining approximately ninety percent (90%) of the county in a sub-contracting relationship with American Medical Response. All ambulances responding on emergency calls are required to have one paramedic and one EMT as minimum staffing. Ambulances may be dispatched Priority One (red lights and siren) or Priority Three (immediate response without red lights or siren) depending on the priority assigned by the fire/medical dispatch center.

The designated EOA is considered one (1) Emergency Response Zone (ERZ) for calculation of ambulance response times and penalties.

Patient treatment and transport are carried out under State laws and regulations, as well as County EMS Agency policies and treatment guidelines. These policies may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physician at the designated Base Hospital to obtain prehospital direction in management of the patient and trauma destination decisions. Patients are transported to appropriate receiving facilities that have been approved or authorized by the LEMSA. Hospital destination is based upon patient preference and County EMS policies. Critical patients are typically transported to a nearby emergency department or to a specialty care center (i.e., trauma, STEMI, stroke, etc.), as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time. Note that County EMS policies may require transport of certain patients to out-of-county specialty centers or hospital emergency departments. Air ambulance service is available to transport critical patients when ground ambulance transport time would be excessive and the patient meets air ambulance transport criteria as established by the LEMSA.

As a part of the STEMI Receiving Center system, the County, in 2011, began implementation of 12-Lead ECG transmission from the field to STEMI receiving hospitals. The ambulance proposer 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 "2015 Annual Program Report" and in the "Emergency Medical Services System Plan" approved by the Emergency Medical Care Committee and adopted by the Board. Both of these documents are available at the Emergency Medical Services Agency and on the County EMS website at <http://www.cccems.org>.

## **Relevant Information Regarding Service Areas**

The County specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients, or distance of transports that are associated with this procurement. Every effort has been made to provide accurate information, but the Proposers are to use their professional judgment and expertise to develop their economic and operational plans and proposals.

## **Historical Service Volume**

The call and transport volumes for the EOA covered by the RFP are included in the EMS Agency's Annual Report. This can be found at <http://www.cccems.org>.

## **Current Approved Ambulance Service Rates**

The current approved ambulance service rates are included in Appendix 1.

## Section II – Procurement Information

### Performance-Based Contract

The result of the procurement will be an award of a performance-based contract. The resulting agreement will require the highest levels of performance and reliability, and the demonstration of effort, even diligent and well-intended effort, will not replace demonstrated performance results. Failure to perform will result in financial penalties and may cause the replacement of the Proposer.

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, treatment guidelines and administrative policies
- Management and field supervision, both operational and clinical
- On-going progressive prehospital clinical training
- 100% audits of low-frequency, high risk emergency medical procedures
- Responsive reporting that is timely and accurate
- Community education and prevention activities
- Cooperation and participation with bi-directional data activities
- Customer and community satisfaction with the services provided

The resulting agreement is not a level-of-effort contract. In accepting the Proposer's offer, the County accepts the Proposer's promise to employ whatever level of effort is necessary to achieve the requirements and specifications set forth by this RFP and the resulting Contract. In accepting the Proposer's offer, the Proposer shall agree to any promises or representations made in the Proposer's offer in addition to any other terms as may be set forth in the resulting Contract.

### Notice to Proposers

This RFP does not commit Contra Costa County to award a contract, to pay costs incurred in the preparation of a Proposal responding to this request, or to procure a contract for service. County reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with qualified Proposers the restructuring of system design elements, or to cancel in part or in its entirety the RFP if it is in the best interests of the County to do so. The County may also require the Proposer selected to participate in negotiations concerning contract price, nature, extent and details of services to be provided. Although cost to the County and cost to the consumer will be considered as part of the Proposal, this procurement is **not** a low bid process. The contract, if awarded, will be negotiated with the Proposer who can best meet the County's needs as identified in this RFP.

## Use of Own Expertise and Judgment

Each Proposer is specifically advised to 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 Contract. By "methods" the County means compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organization's strategies and activities.

The County specifically makes no promises or guarantees concerning the number of calls or transports, quantities of patients, or distance of transports that will be associated with this procurement.

## Procurement Process

### Pre-Bid Process

Questions regarding, or suggested changes to, the RFP should be submitted in writing to:

Patricia Frost  
EMS Director  
Contra Costa County EMS Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
Email: Patricia.Frost@hsd.cccounty.us

This material will be accepted prior to the Proposers' Conference, but no later than 4:00 p.m. Pacific Standard Time on the date specified in the Procurement Time Line (see Appendix 2).

### Mandatory Proposers' Conference

A Proposers' conference will be held on the date identified in the Procurement Time Line to allow County staff to discuss all relevant issues associated with the RFP 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 RFP 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. **Please note:** The Proposers' conference is mandatory.

### Proposal Submission

One (1) original and five (5) copies of Proposals shall be submitted by 4:00 p.m., Pacific Standard Time (PST) on the date specified in the Procurement Time Line (the Deadline). An electronic storage device, containing the Proposal and attachments in PDF format shall accompany each Proposal. Any Proposals



received after the deadline will not be considered. No Proposal may be withdrawn for a period of ninety (90) days after the scheduled deadline for receipt of the Proposals.

Proposals shall be sealed when submitted. The outside of the container and each Proposal shall be labeled "Exclusive Operator for Emergency Ambulance Proposal for Contra Costa County, California" and the Proposer's name.

Proposals shall be delivered to:

Contra Costa Health Services  
Emergency Medical Services Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
Attention: Patricia Frost

### **Public Proposal Opening**

All proposals received prior to the Deadline shall be marked with a proposal number (EMS-1, EMS-2, etc.), the date and time of receipt and shall be kept unopened and secured in a locked area. Proposals will be publicly opened at the EMS Agency offices at the date and time specified in the Procurement Timeline. The 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. Proposals will be posted on the EMS Agency website within two (2) business days of opening.

### **Additional Proposer Responsibilities**

Proposers may be requested to provide additional information, documentation or a formal oral presentation to the Proposal Review Panel. Such requests shall be fulfilled by the Proposer or the Proposal may be rejected.

## **Proposal Instructions**

### **Proposal Format**

It is the intent of the County to ensure that all Proposals be concise and directly respond to the required information in this RFP. In order to facilitate the evaluation process, Proposals shall be limited in size. The following requirements shall be adhered to:

The entire Proposal and exhibits shall be contained within two (2) 2" three ring binders. One binder shall contain the narrative and the second the exhibits. Only those items specifically identified in the RFP may be excepted from these restrictions.

The narrative portion shall adhere to the following specifications:

- Arial or Times New Roman font, no less than twelve (12) point
- Line spacing no smaller than 1 ½ lines
- Single sided page printing
- Standard 8 ½" by 11" paper



- Pages must be numbered sequentially
- Pages are limited to 250 pages per binder, excluding title page, table of contents and dividers

The exhibits shall be inserted in the second binder. Each exhibit shall be labeled and referenced in the narrative.

### **Mandatory Table of Contents**

The Proposal Narrative shall respond to each topic listed in the Mandatory Table of Contents (see Appendix 3) 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.

### **Required Proposal Sections**

The Proposal Narrative shall be divided into the following four (4) sections:

- |             |  |
|-------------|--|
| Section I   | Executive Summary.   |
| Section II  | Required Forms as specified in Appendix 4 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. |

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.

## **Proposal Evaluation Process**

### **Proposal Review Board**

The procurement process will be conducted by the LEMSA. A multi-disciplinary, independent Proposal Review Panel (Panel) will be designated by the Health Services Director to evaluate and rank all Proposals received in response to this RFP. Meetings of the Panel will be closed to the public. Rankings and recommendations will be submitted to the Health Services Director. The Health Services Director may consider any other pertinent information before making his recommendation to the Board.

The Panel is expected to consist of two (2) independent EMS professionals and one (1) independent resident of the EOA. All reviewers shall be appointed by the Health Services Director.

To assure a fair process for all Proposers, review panel members will be asked to avoid discussing any proposals or the RFP process with any Proposer. Until the outcome of the deliberations of the 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 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 Panel members will not be disclosed prior to the RFP submission deadline. If it is determined that Proposer participation in such communications has occurred, Proposer's proposal may be disqualified.

### Proposal Review Process

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

The Review Process includes the following steps.

- 1) The 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 the 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.
- 2) The 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 or agreeing to each Core Requirement with proposed enhancements.** If any Proposer fails to include affirmative agreement to the Core Requirements or with the minimum requirements listed in Section III (the Minimum Qualifications), the 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.
- 3) The Panel will then evaluate, compare, and score Proposer's enhancements to the Core Requirements.
- 4) After completion of the Panel's review and scoring of the Proposals, the points will be calculated and the results of the review presented to the LEMSA for consideration.

The responses to the enhancements of the Core Requirements 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 basic provisions.
- Each criterion of the Core Requirements will be evaluated separately (e.g. Clinical Offerings, Operational Proposals, etc.). After a full discussion is completed for a specific Core Requirement, each Review Panel member will complete the individual ranking sheet for that Core Requirement using the scoring guidelines set forth below.
- The ranking sheet completed by each reviewer will be collected and the ratings entered 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 LEMSA staff and combined with the scores resulting from the panel's review.
- Subsequent to the Proposers' presentations (if any), to the Panel, the 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 Panel member inquiries would, in the Reviewer's sole opinion, justify a scoring change for specific criteria.
- After the 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 Core Requirements.
- The results of the Review Panel will be forwarded to the Health Services Director.
- The Health Services Director will, after consideration of the Panel rankings and scores and any other relevant factors, make his or her recommendation to the Board. The Health Services Director shall identify to the Board, as the tentative awardee, the proposal receiving the highest score from the 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 the 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.

EMS Agency staff shall serve as staff to the Review Panel, but shall not participate in the scoring of proposals.

### **Post Submission Presentation**

Any Proposer may be asked to meet with the Panel to provide additional information, provide a formal presentation, and answer questions.

## Investigation

Upon completion of Panel evaluations, County staff may undertake additional investigation to verify claims made by the recommended Proposer during the Proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiry or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

Prospective Proposers are advised that County reserves the right to continue its investigation of claims after contract award and throughout the term of the contract, and that the furnishing of false or misleading information during the bid process may constitute a major breach of contract even if discovered after contract award.

## Notification

Proposers will be notified of the scoring of all proposals following completion of the proposal review process. Notification will be by electronic mail to the address listed in the proposal.

## Protest

Non-successful Proposers shall have the right to file a protest of the scoring of the Panel. Any such protest must be made in writing to the Health Services Director, within five (5) business days following the above notification. 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 five 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:

Patricia Frost, EMS Director  
Contra Costa County EMS Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94553  
Email: 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 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. The decision of the Health Services Director is final.

2) 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 Health Services Director 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.

## Award

The final decision on contract award will be made by the Board following a recommendation from the Health Services Director. If, for any reason the selected proposer is unable to enter into a contract with the County in a timely manner in accordance with the time interval identified in the RFP for contract negotiation, the Health Service Director may recommend selection of an alternate proposal to the Board.

## Required Bond

The successful Proposer will be required to sign a contract with County according to the time schedule identified in the RFP or post a \$100,000 bid bond by that date, if negotiations have not been completed. The bid bond requirement will not apply to public safety agencies.

## Required Emergency Ambulance Permit

Contra Costa County has an Ambulance Services Ordinance that governs ambulance services within the County. Pursuant to the Ambulance Services Ordinance, an ambulance company providing emergency

and/or non-emergency ambulance services must obtain, and maintain for the duration of the contract, the appropriate Ambulance Service Permit.

The Contra Costa County Ambulance Services Ordinance and application forms are available on the EMS Agency website at <http://www.cccems.org>, or at the LEMSA.

### Scoring Criteria

It is the County's specific intent that proposals be judged on the basis of clinical and operational quality of service as well as exhibiting a sound and sustainable business plan. Therefore, the County's scoring methodology includes the opportunity for points to be awarded to those Proposers whose service quality is independently judged on an objective basis to be clearly superior and to be financially sound.

Each section of all Proposals will be scored after discussions of the Core Requirements and the Proposers' proposed enhancements to those requirements prior to the scoring of the next section.

The best Proposer's response for a particular section will receive the total points available for that section. The reviewers will then rate the other Proposals, based on their evaluation of the offerings, and assign an equal or lesser score for the section. For example, Proposer # 1 offers to exceed the minimum performance standards for a particular section and Proposer # 2 offers to meet the standards. Proposer # 1 would receive the total points available for the section and Proposer # 2 would receive a lesser number of points based on the Reviewer's judgment of how the Proposals compare.

Examples of areas for which the Proposer might offer enhancements and proposals to exceed minimum requirements may include, but are not limited to the following:

1. Response time/performance standards
2. Level of clinical sophistication
3. Dispatch and communications systems
4. Technology commitment
5. Type of vehicles
6. Compensation package and working conditions
7. Commitment to advancing EMS System
8. Community outreach and education that includes injury and illness prevention

### Scoring Matrix

The matrix that will be used in the Proposal review process is defined below. The total points that can be awarded for each area are identified.

Section	Section Title	Total Points
III	Minimum Qualifications	Pass/Fail
IV.A	Service Activities	200
IV.B	Performance Standards	250

IV.C	Clinical and CQI Standards	300
IV.D	Personnel Standards	250
IV.E	Vehicles and Equipment	200
IV.F	Communications Equipment and Dispatch	200
IV.G	Disaster, Multi-casualty, Mutual Aid Response, Standby	100
IV.H	Community Service and Community Education	100
IV.I	Records, Reports, Audits, Inspections	300
IV.J	Administrative Provisions	200
IV.K	Special Conditions	Pass/Fail
	Patient Charges	100
	<b>TOTAL POSSIBLE POINTS</b>	<b>2200</b>

## 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. Financial Strength and Stability

The Proposer shall include audited financial statements certified by an independent Certified Public Accounting firm for the most recent fiscal year, in addition to any other documentation necessary to support the Proposer’s financial stability and ability to comply with the requirements of this proposal. At a minimum, the statements shall include the Proposer’s estimated net worth and the form of net worth (liquid and non-liquid assets).

Proposer shall also document the estimated amount of working capital that will be committed to the startup of the contract if awarded, including the source of those funds. All endorsement documents must be provided if capital is borrowed.



### **3. 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.

### **4. 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.

### **5. 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 ON A USB DRIVE and will not count against the limits on Proposal length set forth in Section II – *Proposal Format*.

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.

### **6. 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 ON A USB DRIVE and will not count against the limits on Proposal length set forth in Section II – *Proposal Format*.

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

### **7. Performance Security Provision in Contract**

The Proposer must specify the type of performance security they will provide the County. Performance security in the amount of \$5,000,000 must be provided to the County to ensure continued delivery of services should the LEMSA be required to takeover delivery of Ambulance Services in the event of a breach of contract. Performance security can take one (1) of three (3) forms: (a) cash, (b) letter of credit, or (c) performance bond. The parties shall incorporate a provision in the final contract between the Proposer and County which states that because it will be impracticable to determine the actual damages in the event of proposer's breach, that the \$5,000,000 is a reasonable estimate of total liquidated damages to be incurred by the County in the event of a breach and are not a penalty.

## **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 150,000 in a service area is acceptable as a comparable service area. Documentation shall include:

### **1. 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 (3) jurisdictions.

### **2. 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.

### **3. 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, defined local indicators/benchmarks and clinical guidelines as defined by the Local EMS Agency, California EMS Authority and National Association of EMS Officials.

## **Section IV – Core Requirements**

### **A. Service Activities**

#### **1. Scope of Service**

Proposer agrees to provide emergency ambulance services as requested by County's designated public safety dispatch center(s), in County-specified Emergency Operations Area (Service Area) delineated in the current copy of the map entitled "Emergency Operations Areas of Contra County", as amended, which is on file in the office of the Emergency Medical Service Agency. Such services shall be provided in accordance with the requirements of Health and Safety Code Sections 1797 et seq., Division 48 of the Contra Costa County Ordinance Code, and all regulations promulgated thereunder, and in accordance with any amendments or revisions thereof. Such services shall be provided until patient care is assumed by receiving facility personnel, or until the patient has refused medical care or ambulance transportation. In performing services hereunder, Proposer shall work cooperatively with County's Health Services Director or his designee, the Emergency Medical Services Agency Director (also referred to herein as "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.

#### **2. Advanced Life Support (ALS) Mandate.**

Proposer agrees to place an ALS ambulance on scene for every request for Emergency Ambulance Services, without interruption, twenty-four (24) hours per day, for the full term described in this RFP, unless otherwise authorized by LEMSA through an approved Emergency Medical Dispatch Center and resource response program that dictates the level and priority of ambulance response. The foregoing ALS mandate may be suspended by LEMSA either directly or by policy/protocol during an MCI or disaster response. Services provided by Proposer shall be provided without regard to the patient's race, color, national origin, religious affiliation, age, sex, sexual orientation, sexual identity, or ability to pay.

#### **3. Integration and Collaboration with the EMS System.**

Proposer agrees to work collaboratively with LEMSA, PSAPs, public safety partners, other permitted Ambulance Providers, hospitals and communities in an effort to provide an integrated and coordinated system of readiness, emergency medical response, transport and continuity of patient care. This includes requests from or approved through LEMSA for: mutual and automatic aid; community education and injury prevention campaigns; work on critical infrastructure; participation in planning activities; support for committees, joint training programs, drills, educational events and conferences; research projects; bi-directional exchange projects; systems of care quality improvement (Stroke, STEMI, Trauma, Cardiac Arrest, etc); preparing grant or funding applications; supplying clinical and patient data; supplying clinical reports and performance data, collaboration with other EMS providers and hospitals and continuous QI initiatives.

- 1) LEMSA agrees to cause Proposer, as an essential EMS System services provider, to be designated as a ground ALS Emergency Ambulance Service provider under the County's EMS Plan.
- 2) Proposer agrees to provide community service, outreach and education as outlined within Section H (Customer Service and Community Education) below.
- 3) Proposer agrees to assist other ambulance service providers within the County and provide mutual aid inside and outside Service Area as requested by LEMSA.
- 4) Proposer agrees that automatic aid and mutual aid policies, protocols and operational procedures for deploying and receiving Ambulance resources from within or outside the Service Area are subject to approval by LEMSA.

#### **4. Local Infrastructure**

- 1) Proposer agrees to provide all necessary operational, clinical, data and support service infrastructure within the County to perform the services required under this RFP.
- 2) Proposer agrees to maintain a communications center located within the County for the system status management and dispatch of ALS Emergency Ambulance Services. Proposer's communications center shall utilize a radio and data communications plan approved by County, which digitally integrates Proposer communications and computer aided dispatch (CAD) systems with EMS response partners identified by County in the EMS Plan. The radio and data communications plan shall contain provisions for redundancy to maintain Proposer operations in the event of primary communications systems failure due to any cause.
- 3) Proposer agrees to utilize the Electronic Health Record (EHR) platform capable of bi-directional exchange as specified by County. If an EHR platform has not been specified by County, Proposer agrees to utilize and/or provide a single EHR platform that supports bi-directional exchange and electronically integrates with the fire first responder EHR platform.

#### **5. Compliance with LEMSA Treatment Guidelines, Administrative Policies, Procedures and Applicable Laws.**

Proposer agrees to comply with LEMSA treatment guidelines, administrative policies, procedures, performance standards, and with applicable laws in the provision of all services required by this RFP. Proposer shall provide continuous training to its certified or licensed personnel so as to remain clinically sound as well as proficient in LEMSA protocols, treatment guidelines, policies, procedures and applicable laws.

#### **6. Disaster Assistance and Response**

Proposer agrees to be actively involved in planning for, exercising with and responding to multi-casualty incidents (MCIs), multi-patient events, and disasters in the County. Proposer will implement its medical surge plan and deploy ASTs and disaster response efforts as requested by LEMSA or the Medical Health Operational Area Coordinator (MHOAC). Once an emergency operations plan is activated by the MHOAC in response to a disaster, all Proposer resources and mission tasking shall be coordinated through the MHOAC in support of the emergency operations plan.

- 1) Proposer agrees to designate an individual who will have primary responsibility for disaster preparedness and planning coordination. This individual shall be the primary point of contact between Proposer and LEMSA during the performance of an emergency operations plan and for all disaster preparedness and planning coordination. Proposer's disaster coordinator shall attend training courses,

meetings, and drills as requested by LEMSA, and. support the MHOAC to provide adequate ambulance resources during MCIs, multi-patient events and disasters.

## **7. Work and Services**

Proposer agrees to comply with all applicable state and local laws and regulations, and LEMSA administrative policies, treatment guidelines, procedures and protocols.

## **B. Performance Standards**

### **1. Staffing**

Proposer agrees to send an ALS ambulance staffed with a minimum of one (1) paramedic and one (1) EMT to all requests for emergency ambulance service. Proposer shall send two (2) paramedics to the scene whenever required by County dispatch protocols. The Paramedic shall be the caregiver with ultimate responsibility for all patients. A paramedic shall be the primary caregiver for all patients, and shall accompany patients in the back of the ambulance in accordance with current EMS policy.

Proposer may send BLS Ambulance units staffed with two (2) EMT's to service requests for multi-unit responses and to any calls in which an Emergency Medical Dispatch Center determines that a BLS Ambulance response is appropriate according to emergency medical dispatch protocols and policies approved by LEMSA.

### **2. Response Time Performance Standards**

Proposer agrees that emergency ambulance response time on requests for emergency medical service originating from within the service area shall meet the following standards, hereinafter "Response Time Standards" as measured within any calendar month:

- 1) Priority 1 - Potentially Life Threatening Emergency Response. When contacted by a County designated Public Safety Dispatch Center, Proposer agrees to respond paramedic ambulances to at least 90% of potentially life threatening emergency ambulance requests originating within Proposer's Service Area with a maximum response time of eleven minutes forty five seconds (11:45) in sub-areas designated high density, and with a maximum response time of twenty (20) minutes in sub-areas designated as low density as set forth in Appendix 7.
- 2) Priority 2 - Non-Life Threatening Emergency Response. (To be defined by mutual agreement between Proposer and County). Proposer agrees to respond a paramedic ambulance to non-life threatening Priority 2 emergency ambulance requests received from a County designated Public Safety Dispatch Center with a maximum response time of fifteen minutes and zero seconds (15:00) in designated high density areas and a maximum response time of thirty minutes and zero seconds (30:00) in designated low density areas, and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth herein.
- 3) Priority 3 - Non-Emergency Response. Proposer agrees to respond a paramedic ambulance to all non-emergency ambulance requests received from a County designated public safety dispatch center(s) with a maximum response time of thirty minutes and zero seconds (30:00) in designated high density areas and a maximum response time of forty-five minutes and zero seconds (45:00) in designated low density areas, and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth herein.

### 3. Response Time Calculation

Proposer agrees that response times shall be calculated on a monthly basis to determine compliance with the standards set forth above. Response times are calculated from the time Proposer receives the request (disconnect time) until the ambulance unit arrives at the nearest public road access to the scene, or is cancelled by a public safety agency.

LEMSA shall use Response Time data from Proposer's CAD system via LEMSAs online compliance utility tool to calculate Ambulance Response Times to determine compliance with the Response Time Standards. At the end of each calendar month, a date within the last fifteen (15) days of the prior month will be randomly selected. The thirty-day period ending with the randomly selected date will be used to measure Response Time compliance.

Response Time Area Subsets. Response Times will be measured for all responses within the ERZ and are grouped by priority level. The different density areas within the ERZ will be grouped for compliance Response Time measurement.

- 1) Time Call Received. For all requests for service, the "time call received" shall be the moment Proposer's dispatch center has received (either by telephone or computer data link) both sufficient location information to know a response is required and sufficient information to determine the presumptive run priority designation, or thirty (30) seconds after the call is received from County designated public safety dispatch center(s), whichever is earlier.
- 2) Arrival On-scene Time.
  - a. Arrival on-scene time shall mean the moment an ambulance crew notifies Proposer's dispatch center that it is fully stopped, and only when it is fully stopped, at the location where the ambulance shall be parked while the crew exits to approach the patient.
  - b. 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, 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.
- 3) Failure to Report Arrival On-scene Time. In instances when ambulances fail to report an "on scene" time, the time of the next communication with that ambulance shall be used as the "at scene" time. However, Proposer may be able to document the actual arrival time through another means (e.g. First responder unit, AVL, communications tapes/logs, etc.) so long as an auditable report is produced.
- 4) Ambulance Upgrades. If an assignment is upgraded prior to arrival on scene of the emergency ambulance, (e.g., from Priority 2 to Priority 1), Proposer's compliance shall be calculated based on the shorter of:
  - a. Time elapsed from call receipt to time of upgrade plus the higher priority Response Time Standards; or
  - b. The lower priority Response Time Standards.
- 5) Ambulance Downgrades. If a call is downgraded prior to arrival on scene of emergency ambulance, (e.g., from Priority 1 to Priority 2), Proposer's compliance shall be determined as follows:
  - a. If the time of the downgrade occurs after the ambulance has exceeded the higher priority Response Time Standards, the more stringent higher priority standard will apply; or,
  - b. If time of downgrade occurs before ambulance has exceeded the higher priority Response Time Standards, 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 downgrade was justified in the sole discretion of Contract Manager, the longer standard will apply.

- 6) Ambulance Reassignment Enroute. If an emergency ambulance is reassigned enroute or turned around prior to arrival on the scene by the ambulance, (e.g., to respond to a higher priority request), compliance 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. Response Time Exemptions

Proposer agrees that in the calculation of Proposer's performance to determine compliance with the Response Time Standards, every emergency request from a County designated public safety dispatch center(s) originating from within Proposer's assigned Service Area, shall be included except as follows:

- 1) Responses during a Multi-Casualty Incident or Disaster. The Response Time Standards may be suspended during a declared MCI or disaster within the County, or during a declared disaster in a neighboring jurisdiction to which ambulance aid is being provided as requested by County when Contract Manager determines that said event has had a material impact on availability of Proposer's resources. When Proposer is notified by the MHOAC that multi-casualty or disaster assistance is no longer required, Proposer shall return all of its resources to the Service Area and shall resume all operations as required under the Contract.
- 2) Good Cause. The County Contract Manager may allow exemptions to the Response Time requirements for good cause at the County Contract Manager's sole discretion. At a minimum, the asserted ground(s) for exemption must have been a substantial factor in producing a particular excess response time and Proposer must have demonstrated a good faith effort to respond to the call(s). Good causes for an exception may include, but are not limited to, incorrect or inaccurate dispatch information received from County's designated public safety dispatch center(s); disrupted voice or data radio transmission (not due to Proposer equipment or infrastructure); mobile data terminal failure; material change in dispatch location; Computer Aided Dispatch (CAD) failure; 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 road construction or inclement weather ( e.g., fog); unavoidable delays caused by trains; delays resulting from depletion of resources as a result of County authorized mutual aid; calls to locations that are greater than ten (10) road miles from the nearest boundary of the urban/suburban area, or off-road locations; and extended delays at hospitals for transferring patients to receiving facility personnel.
- 3) Standby. When one (1) or more of Proposer's Advanced Life Support Ambulances (ALS) ambulances have been placed on standby status, not including the first one (1) hour of standby, provided, however, that Proposer gave prior notice to County that said standby may limit Proposer's ability to meet Response Time Standards.
- 4) Multiple Responses. In case of a multiple-response incident (i.e., where more than one ambulance is sent to the same incident), only the Response Time of the first arriving ALS Ambulance shall be counted.

#### 5. Application for Exemption

Proposer agrees that it is their responsibility to apply to Contract Manager for a response time exemption.



- 1) Exemption Request Procedure. For each response time exemption request, Proposer agrees to submit a request, including detailed, auditable documentation to Contract Manager or designee in writing within ten (10) working days following the last day of the month.
  - a. Proposer agrees that equipment failure, traffic congestion not caused by the incident, ambulance failure, Proposer dispatch error or other causes deemed to be within Proposer's control or awareness shall not be grounds to grant an exemption to compliance with the Response Time Standard.

## 6. Documentation of Response Times

Proposer agrees to document and report on all EMS responses, all times necessary to determine ambulance response times, including but not limited to time call received by Proposer's dispatch center; time ambulance crew assigned; time ambulance enroute to scene; ambulance cancelled enroute, time cancelled prior to arrival on scene; ambulance arrival at scene time; time ambulance enroute to hospital; arrival at hospital time; and time of transfer of patient care to hospital personnel. All times shall be recorded in an EHR and automatically documented in Proposer's CAD system. 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.

- 1) Interface to CAD and EHR. Proposer agrees to provide an interface with the CAD database and EHR System for LEMSA to extract and corroborate Response Time Performance. Proposer may not make changes to times entered into the CAD during or after the event. Any changes to times will be managed via the Exemption Request Procedure and documented in a separate system after review and approval by LEMSA.

## 7. Response Time Performance Data Report

Proposer agrees to provide Response Time Performance Reports as detailed below. County may impose a penalty on Proposer in the amount set forth in Appendix 5 (Penalties) for each instance in which a report was not delivered on time.

- 1) Response Time Performance Report.
  - a. Within ten (10) business days after the end of each month, Proposer shall document and report Response Time performance to the County Contract Administrator in writing, in a manner specified by the County Contract Administrator.
  - b. Proposer shall report performance for each priority level in the ERZ.
- 2) Response Time Data Utilization.
  - a. Proposer shall use response time data in an on-going manner to evaluate Proposer's performance and compliance with Response Time Standards in an effort to continually improve its response time performance levels.
  - b. Proposer shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.
- 3) Failure to Provide Data to Determine Compliance.
  - a. Each and every time an emergency ambulance unit is dispatched, and the crew fails to report and document an on-scene time, this shall be considered a failure to report data to determine compliance. Proposer, in order to rectify the failure to report an on-scene time, may demonstrate to the satisfaction of Contract Manager, with auditable documentation, an accurate on-scene time.

- b. Where an on-scene time cannot be provided for a particular emergency call, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.
- 4) Penalty Provisions.
  - a. Penalty for Failure to Report Arrival On-scene Time. Proposer agrees that County may impose a penalty on Proposer in the amount set forth in Appendix 5 (Penalties) for each time an Emergency Ambulance is dispatched and the ambulance crew fails to report and document an Arrival On-scene Time. Proposer, in order to rectify the failure to report an Arrival On-scene Time and to avoid the penalty, may demonstrate to the satisfaction of the County Contract Administrator an accurate On-Scene time. Where an Arrival 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.
  - b. Penalty for Failure to Comply with Response Time Requirements. Proposer agrees that County may impose a penalty on Proposer for each month that Proposer fails to comply with the Response Time requirements in at least ninety percent (90.0%) of calls in the ERZ based on the percentage of compliance for all responses in the ERZ in the categories represented in Appendix 5 (Penalties). Failure of Proposer to achieve at least eighty-eight percent (88%) Response Time compliance in the ERZ for Emergency Ambulance requests will require that Proposer submit and implement an Ambulance deployment plan that includes additional staffed ambulance hours aimed to achieve ninety percent (90%) compliance with Response Time Standards.
  - c. Repetitive Non-Compliance. Proposer agrees that for the purpose of measuring Response Time compliance, the term "Repetitive Non-Compliance" means, for any measured Response Time subset that (i) Proposer's Response Time compliance has been less than 90% for three (3) consecutive months, or (ii) there have been five (5) instances where Proposer's Response Time compliance was less than ninety percent (90%) in any twelve-month period. If Proposer's Response Times result in Repetitive Non-compliance, LEMSA shall provide Proposer with written notice thereof, and Proposer shall submit a plan of corrective action to LEMSA within thirty (30) days after being notified of its Repetitive Non-Compliance.
    - i. Isolated instances of individual deviations from Response Time Standards shall not be treated as instances of Repetitive Non-Compliance.
  - d. Insufficient Call Number. Proposer agrees that any measured Response Time 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.
- 5) Penalties for Outlier Responses. An "Outlier Response" means a Response Time that is excessive for the category, such that it represents a potential threat to health and safety. Proposer agrees that County may impose a penalty on Proposer for any call where the actual Response Time equals or exceeds the applicable Outlier Response Time set forth in Appendix 5 (Penalties). Penalties will be based on the priority level assigned to the call. The imposition of a penalty for an Outlier Response is in addition to a penalty assessed for Proposer's Response Time compliance requirements.
- 6) Additional Penalty Provisions. Proposer agrees that LEMSA may impose financial penalties as delineated in Appendix 5 (Penalties).
- 7) Penalty Disputes. Proposer agrees that they may appeal to LEMSA in writing within ten (10) business days after receipt of notification of the imposition of any penalty or regarding LEMSA's penalty



calculations. The appeal request shall be accompanied by supporting documentation and shall state the basis, with specificity, for why the penalty should be overturned. The County Contract Administrator will review all such appeals and make the decision, based upon good cause, to eliminate, modify, or maintain the appealed penalty. If Proposer disagrees with the County Contract Administrator's decision regarding a penalty appeal, Proposer may request that the Health Services Director review the decision by providing a written description of the dispute to the Health Services Director within five (5) business days of receipt of the Contract Administrator's decision. The written description shall be accompanied by supporting documentation and shall state the basis, with specificity, why the County Contract Administrator's decision should be overturned. No later than twenty (20) days after receiving the appeal, the Health Services Director shall provide the parties with a written decision regarding the dispute. The Health Services Director decision shall be final and not subject to appeal.

## **8. Deployment Plan**

- 1) Proposer agrees to provide Contract Manager with a current deployment plan specifying all ambulance stations and number of vehicles to be deployed during each hour of the day, and each day of the week, upon request of Contract Manager for contract monitoring purposes.
- 2) Proposer agrees to submit proposed changes in the ambulance deployment plan in writing to Contract Manager thirty (30) days before implementation. Contract Manager may waive the thirty (30) day notice if Contract Manager determines that an emergency adjustment to the plan is needed to correct an acute performance problem.
- 3) Proposer acknowledges and agrees with the EMS system goal to achieve the Response Time Standards specified herein and to achieve timely responses in each community served.
  - a. Proposer shall therefore endeavor to deploy ambulance resources in a manner consistent with this goal.
  - b. If, as a result of local zoning or use restrictions, Proposer is unable to obtain adequate ambulance station locations, Proposer may request exclusion of designated areas from the Response Time Standards. Contract Manager shall take into account Proposer's diligence in seeking station locations and any necessary permits in granting or denying exclusion.

## **C. Clinical and CQI Standards**

### **1. Continuous Quality Improvement (CQI) Program**

Proposer agrees to work with LEMSA to develop and implement, upon approval by LEMSA, a CQI program plan that seeks optimal patient care and effective operations for all services provided under this Contract. Any amendments to Proposer's CQI program are subject to approval in advance by Contract Manager.

The CQI program plan shall:

- 1) Be in compliance with California Code of Regulations, Title 22, Division 9, Chapter 12, associated state guidelines, National Association of EMS Officials guidelines, and the LEMSA EMS Quality Improvement Plan.
- 2) Utilize practices that promote integration and collaboration for clinical excellence with all EMS System participants, including:
  - i. Data collection and analysis

- ii. Real-time and retrospective patient care record audits conducted by Field Training Officers
  - iii. Observation and evaluation of clinical care performed by supervisors and management staff
- 3) Establish and maintain a sufficient organizational structure within Proposer's operation that supports effective clinical oversight and execution of the plan.
- 4) Contain provisions to continuously monitor, evaluate, and report core performance, process, and patient outcome indicators as established by LEMSA.
- 5) Establish and maintain clinical metric score cards for Proposer's EMTs and paramedics that shall include, but are not limited to the following:
  - i. Safe and effective maintenance of airway and ventilation
    - 1. Shall include each employee's basic and advanced airway success rates and number of attempts of each
  - ii. Reduction of pain and discomfort
    - 1. Shall include each employee's mean patient pain and discomfort rating before and after intervention. For paramedics, a usage percentage of controlled substances for pain management
  - iii. Relief of respiratory distress
    - 1. Shall include each employee's mean respiratory distress rating before and after intervention
  - iv. Cardiac arrest resuscitation - shall include the total number of cardiac arrest patients for each employee, and include the following:
    - 1. Percentage of return of spontaneous circulation (ROSC)
    - 2. Percentage of ROSC patients who received bystander CPR
    - 3. Number of patients transported to a ROSC hospital after ROSC
    - 4. Chest compression rate accuracy
    - 5. Median time between rounds of chest compressions
    - 6. Percentage of cardiac arrests defibrillated
    - 7. Percentage of cardiac arrest patients who were treated with epinephrine
    - 8. Percentage of cardiac arrest patients treated with amiodarone
    - 9. Percentage of cardiac arrest patients treated with sodium bicarbonate
    - 10. Percentage of patients who received EtCO<sub>2</sub> monitoring
    - 11. Percentage of vascular access devices (e.g., IV and IO) and placement location
    - 12. The number of field pronouncements.
  - v. Recognition and care of ischemic syndromes - shall include the total number of suspected STEMI patients identified for each employee, and include the following:
    - 1. Percentage of 12-Lead ECG's obtained calculated against total number of STEMI patients
    - 2. Mean 12-Lead ECG transmit time calculated from time arrived at patient's side to time of 12-Lead ECG transmission
    - 3. Percentage of suspected STEMI patients treated with aspirin
    - 4. Percentage of suspected STEMI patients treated with controlled substances for pain management
    - 5. Percentage of suspected STEMI patients treated with oxygen
    - 6. Percentage of suspected STEMI patients who received an IV

7. Median scene time for suspected STEMI patients calculated from time arrived at patient's side to time of transport
  - vi. Shall include the total number of suspected stroke patients identified for each employee and include the following:
    1. Percentage of suspected stroke patients who had a documented GCS
    2. Percentage of suspected stroke patients who had a documented blood glucose value
    3. Percentage of suspected stroke patients who had a documented Cincinnati Stroke Scale
    4. Percentage of suspected stroke patients who had a documented LAMS evaluation
    5. Percentage of suspected stroke patients treated with oxygen
    6. Percentage of suspected stroke patients who received an IV
    7. Median scene time for suspected stroke patients calculated from time arrived at patient's side to time of transport
  - vii. Effective and timely trauma care - shall include the total number of suspected trauma patients identified by each employee, and include the following:
    1. Percentage of blunt trauma patients
    2. Percentage of penetrating trauma patients
    3. Percentage of trauma activations
    4. Percentage of trauma patients transported to a trauma center
    5. Percentage of trauma patients transported to a non-trauma hospital
    6. Percentage of adult trauma patients
    7. Percentage of pediatric trauma patients
    8. Percentage of trauma patients who received an IV/IO
    9. Total number of field pronouncements of traumatic arrest
    10. Median scene time for trauma patients calculated from time arrived at patient's side to time of transport
  - viii. Ensuring safe patient care and transportation for infants, children and adults - shall include the total number of patients attended to by each employee calculated by the number of patient care records where each employee was listed as the primary patient care provider, and include the total number of patient injuries that occurred as a result of unsafe care, equipment failure, or vehicle collisions.
- 6) In addition to the provision of medical care, include the following areas:
  - i. Customer-Patient Satisfaction
  - ii. Accountability for patient belongings
  - iii. Injury/Illness Prevention
  - iv. Community Education
  - v. Human Resources
  - vi. Safety
  - vii. Fleet, Equipment Performance and Materials Management
  - viii. Unusual Occurrences, Incidents, and Complaint Management
  - ix. Leadership
  - x. Communications (Deployment, System Status Management and Dispatching)
  - xi. Risk Management

- 7) Demonstrate progressive quality improvement results evidenced by annual written updates to LEMSA on the effectiveness of the plan and summary of activities conducted under the plan.
- 8) Include action planning to improve performance based upon core indicators as established by LEMSA.

## **2. Field Training Officer Program**

Proposer shall develop and implement a comprehensive FTO program subject to approval by LEMSA. The FTO program shall, at a minimum, include:

- 1) An outline of the responsibilities of the FTO and new hire ambulance employees
- 2) Establishing minimum and maximum number of shifts or hours required for each new hire ambulance employee to complete during FTO evaluation
- 3) Establishing a clearly defined pathway for remediation of deficiencies discovered during the field evaluation process
- 4) Using standardized evaluation forms for all new hire ambulance employees
- 5) Utilization of industry best practices that promote a friendly and cooperative learning environment.
- 6) Ensuring new hire ambulance employees are afforded time with a FTO prior to working on an ambulance alone
- 7) Ensuring that Proposer has sufficient number of qualified FTOs to support execution of the CQI plan, Proposer and LEMSA education and training programs, and other duties on behalf of Proposer
- 8) Incorporate an evaluation method for both FTO of new hire ambulance employee and new hire ambulance employee of the FTO

## **3. Medical Control**

- a. Proposer agrees that LEMSA shall oversee medical services provided by Proposer under this Contract. Prospective and on-line medical control of EMT and Paramedic personnel shall be according to the policies and procedures established by the LEMSA Medical Director. Retrospective medical control shall be provided according to the standards set forth by the LEMSA Medical Director through CQI programs, including continuing education programs conducted cooperatively by Proposer, LEMSA, partner pre-hospital provider agencies and the Base Hospital.
- b. Proposer agrees that LEMSA may investigate aspects of Proposer's operation relevant to its delivery of patient care services to ensure they are performed in a safe and reliable manner. Accordingly, Proposer shall provide, in a timely manner, all records, dispatch recordings, information and reports requested by the LEMSA Medical Director, or designee, to evaluate the emergency medical services provided by Proposer under this Contract

## **4. Quality Improvement Processes**

- a. Proposer agrees that its CQI program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care.
- b. Proposer agrees that Proposer's clinical CQI staff will have high levels of interaction and collaborative involvement with the LEMSA Medical Director and quality improvement staff.

## **5. EMS System CQI Activities**

Proposer agrees to participate in system related CQI activities and CQI project teams.

## 6. Medical Committee Participation

Proposer agrees to consistently participate in county-wide EMS system CQI initiatives and committees, ambulance provider meetings, medical advisory committees and other system improvement committees as may be determined by LEMSA. Proposer also agrees that its CQI staff will participate in no less than fifty percent (50%) of the Base Hospital Tape Reviews hosted by the Base Hospital.

## 7. Clinical Quality Improvement Staff Commitment

Proposer agrees to comply with the following staff commitments for Clinical Quality Improvement.

- a. **Medical Advisor.** Proposer shall provide a California licensed physician or a California licensed Registered Nurse to implement and oversee its on-going CQI program. This individual shall be responsible for medical quality assurance evaluation of all services provided pursuant to this Agreement.
  - i. This individual shall serve as the primary liaison between Proposer and the LEMSA Medical Director for clinical matters.
  - ii. This individual shall cooperate and collaborate with the LEMSA Medical Director to develop and implement policies, treatment guidelines and procedures that strive to achieve optimal patient outcomes.
- b. **Clinical Education Services (CES) Specialist.** Proposer shall maintain a minimum of one (1) full-time CES Specialist unimpeded by other duties, with specialized training and experience in quality improvement to implement and oversee Proposer's ongoing quality management program. The CES Specialist shall be responsible for coordination of all clinical review activities, developing continuous clinical training programs, auditing EHR for clinical compliance and quality improvement, developing and supporting a comprehensive orientation academy for new employees, and managing Proposers internal and system-integrated CQI activities.
  - i. The CES Specialist shall be currently licensed in California as a Paramedic or Registered Nurse, with sufficient training and experience in the pre-hospital environment, and be based in Contra Costa County.
- c. Proposer shall provide sufficient management personnel to provide proper program oversight. In addition, the Proposer shall provide sufficient administrative and training personnel to meet program requirements.
- d. Proposer shall provide a data analyst with sufficient hours to support reporting and analysis of activities required under this RFP.

## 8. Coordination of Data Gathering and Quality Improvement Efforts

- a. Proposer agrees to support implementation of a technological tool that will fully integrate electronic records and alignment of data sets EMS system wide, in cooperation with LEMSA and fire services. A fully implemented tool will be capable of the following within the Service Area:
  - i. Allow for quantitative reporting of overall clinical performance, which can be tied to providing integrated EMS System patient care solutions, training and community prevention, meaningful data comparison and greater collaborative research opportunities.
  - ii. Provide real-time data to fire agencies for use in fire CQI activities.
- b. Proposer agrees to provide unrestricted access to protected health information and clinical data collected in their EHR system in order for LEMSA to perform its duties as required by law.

- c. Proposer agrees to reasonably cooperate with LEMSA on all data initiatives used to support clinical care and QI.
- d. Proposer agrees to have a process for the review and audit of all EHR involving trauma, STEMI, stroke, cardiac arrest or EMS for Children.

## 9. Clinical and Operational Benchmarking

Key Performance Indicators ("KPIs") and Benchmarks. Proposer agrees to "KPIs" as tools for measuring Proposer's performance under this Contract. In addition, Proposer shall identify benchmarks and other QI tools to evaluate and set goals for improving the clinical and non-clinical performance of Proposer's personnel. Proposer shall provide County with periodic reports detailing its KPI and benchmarks progress according to a schedule approved by the County Contract Administrator.

1. Non-Clinical KPIs. Proposer agrees to utilize non-clinical KPIs to include at least the following:
  - Customer satisfaction KPIs
  - Community health partnership KPIs
  - 9-1-1 calls for patient conditions targeted in community health awareness programs, which include:
    - Elderly falls
    - Number of community health improvement activities
    - Home inspections
    - Fall prevention for seniors
    - Bicycle safety
  - Track annual fire injuries/fatalities
  - Fleet KPIs:
    - Critical vehicle failures per 100,000 miles
    - Vehicle accidents per 100,000 miles
    - Preventative maintenance cycles
  - Safety KPIs:
    - Employee injuries per 10,000 payroll hours
    - Vehicle collisions per 100,000 miles travelled
    - Types of injury events
    - Types of auto events
  - Unusual occurrences and complaints KPIs
  - Financial stability KPIs:
    - Unit hour utilization ratio
    - Net revenue per transport
  - Response time performance by zone and priority
  - Complaint management
  - Use of mutual aid
  - Safety
2. Clinical KPIs. Proposer agrees that clinical KPIs will include at least the following:
  - a. Presumptive impressions at dispatch compared to field intervention
  - b. Scene time and total prehospital time for time dependent clinical conditions (e.g., Acute Coronary Syndrome (ACS), stroke, trauma, cardiac arrest, sepsis, etc.)

- c. Compliance with protocols, treatment guidelines, procedures, timelines and destinations for systems of care patients (e.g., ST-Elevation Myocardial Infarction (STEMI), stroke, trauma, cardiac arrest, sepsis, pediatrics, etc.)
  - d. Compliance with protocols, procedures, and timelines for assessment of pain relief
  - e. Analysis of high risk, low frequency skills and clinical performance issues and strategies to support competent care
- 3. Proposer agrees to provide data developed through Proposer's CQI process to LEMSA for use in evaluating EMS System performance and in setting system improvement goals.
- 4. Proposer agrees to incorporate any LEMSA approved benchmarking tools identified during the term of this Contract into Proposer's CQI process.

#### **10. Medical Research**

- a. Proposer agrees to collaborate with LEMSA and the LEMSA Medical Director to develop pilot programs and research projects. Any costs to be incurred by the parties in connection with pilot programs or research projects will be agreed upon prior to implementation. Any proposed pilot program and research project must be approved in writing by the LEMSA Medical Director before being undertaken.
  - i. If the requirements of a pilot program or research project conflict with Proposer's performance obligations under this Contract, the County Contract Administrator may temporarily suspend Proposer's conflicting performance obligations for the purpose of the pilot program or research project.
  - ii. Except as set forth in subsection (i) above, Proposer agrees that Proposer's services provided under pilot programs and research projects are in addition to the other services it performs under this Contract.

#### **11. Patient Satisfaction Program**

Proposer agrees to develop and implement, upon approval by LEMSA, a comprehensive patient satisfaction program ("PSP") that focuses on services provided to patients in the County EMS System. The PSP shall contain quantitative and qualitative assessment mechanisms that will enable LEMSA to validate and benchmark patient feedback on the quality of services they were provided by Proposer.

#### **12. Cardiac Arrest Performance Reporting System**

Proposer agrees to work collaboratively with LEMSA to strive to increase pre-hospital provider cardiopulmonary resuscitation (CPR) performance by supporting the existing cardiac arrest performance reporting systems designated by the LEMSA (e.g., Code Stat and CARES). No later than July 1, 2019, Proposer shall timely and consistently annotate all cardiac arrest cases and enter all applicable cardiac arrest cases in the cardiac arrest performance reporting system.

#### **13. Medical Reviews and Audits**

- a. Proposer acknowledges that medical reviews and audits are a critical function of an effective medical quality assurance and improvement program.
- b. Proposer agrees to work cooperatively with LEMSA, the LEMSA Medical Director, the Base Hospital and other EMS System partners to identify and support activities that provide case-based learning and feedback to prehospital personnel.

- c. Proposer agrees to cooperate with requests by the LEMSA Medical Director, or designee, for employee attendance at medical reviews or audits.

#### **14. Incident Review and Investigations**

- a. Proposer agrees to provide reasonable and timely cooperation and information requested by LEMSA relative to incidents and inquiries and will make involved personnel available for interview by LEMSA staff in a timely manner.
  - Proposer's supervisory and management personnel will assist LEMSA with incident investigations and disciplinary activities as requested by LEMSA.
  - Proposer shall make its employees available for investigational interviews as necessary.
  - Notwithstanding investigations of certified or licensed personnel for violations of the EMS Act, to the greatest extent possible incident investigations are to be scheduled in advance for the convenience of Proposer Employees. LEMSA shall work with Proposer in an effort to avoid unnecessarily altering procedures and processes that are already in place in Proposer's organization.
- b. Proposer agrees to respond to LEMSA requests for information within the time frames included in the information request. This shall include EHRs, supplemental patient information, CAD records, incident narratives and reports, inventory ordering, receipt and control documentation, fleet maintenance records, critical failure reports, safety reports, and any other information or records required by LEMSA to fully complete thorough reviews and investigations related to any services provided under this Contract.
- c. Proposer agrees to foster a culture that is designed to rectify clinical mistakes and emphasize lessons learned for the benefit of the patient and caregivers. Caregivers should be taught to recognize that mistakes are made and feel able to report these mistakes and have them remedied in a non-punitive setting.
- d. Proposer agrees to notify LEMSA of the occurrence of any and all incidents, as defined in the criteria, policies, and procedures established by LEMSA.

### **D. Personnel Standards**

#### **1. U.S. Government Excluded Parties List-System (EPLS)**

Proposer agrees that all Transport Employees will be checked against the EPLS. Proposer shall not employ any person who has been listed as an excluded person on the EPLS.

#### **2. Office of Inspector General (OIG)/Department of Health Care Services (DHCS)**

Proposer agrees that all employees involved in patient care or the administrative tasks related to patient care (e.g., billing, EHR reconciliation), will be checked against the OIG and DHCS exclusion lists. Proposer shall not employ any person who has been listed as an excluded person by the OIG or DHCS.

#### **3. Credentials**

Proposer agrees that all of Proposer's personnel responding to emergency medical requests shall be currently and appropriately credentialed.

- a. Proposer shall retain on file, at all times, copies of current and valid licenses, certifications, and/or accreditations of all certified or licensed emergency medical personnel performing services under this



Contract. Proposer shall make available to LEMSA, for inspection and copying during business hours, all records and documents retained on file pursuant to this provision.

- b. Proposer shall maintain a mechanism for assuring that EMS personnel credentials are current.
- c. Proposer shall provide County with a list of Proposer's currently employed paramedics and EMTs, and shall as soon as practical update that list whenever a paramedic or EMT leaves or enters Proposer's employ.

#### **4. Employee Records/Termination**

Proposer agrees to provide LEMSA with a list of its current employees, and shall update that list as soon as practical, and in no event later than thirty (30) days, after a paramedic or EMT leaves or enters Proposer's employ. At minimum, the personnel list shall include the name, residential and mailing address, telephone number, CPR expiration dates, and California Driver License number of each person on the list. For each paramedic, the list shall also include the paramedic's California paramedic license number and expiration date and ACLS, PALS, and PHTLS/ITLS expiration dates. For each EMT, the list shall also include the EMT's California certification number and expiration date.

- a. Proposer agrees that in those cases where a paramedic or EMT leaves the Proposer's employ as a result of a disciplinary cause, or is placed on administrative leave pending an investigation for disciplinary cause as defined by the Health and Safety Code, or is suspended, retires, or resigns while the employee has knowledge of a pending disciplinary cause, Proposer shall provide LEMSA with the basis for the administrative leave, suspension, termination, resignation, or retirement as well as the initial and final investigatory findings surrounding the alleged misconduct as soon as practical, but in no case, more than three (3) days from the date of any of these events
- b. Proposer agrees to notify EMSA, as soon as practical, but in no case more than three (3) days, on the paramedic investigation request form or other form approved by EMSA for the reporting of paramedic misconduct, of each and every paramedic that is placed on administrative leave pending an investigation for disciplinary cause, or that leaves Proposer's employ as a result of a disciplinary cause, including administrative leave, suspension, retirement, or resignation whether or not the employee has knowledge of a pending disciplinary cause. Proposer shall provide LEMSA with a copy of the paramedic investigation request or other approved form submitted to EMSA with supporting documents and attachments no later than the following business day.

#### **5. Remediation**

Proposer agrees to develop a comprehensive and standardized program for early identification and for responding to clinical errors or mistakes made by its transport employees. The program should consist of identification of training needs and a clinical remediation or disciplinary plan (e.g., customized auditable training, additional ride time, hospital observation).

#### **6. Paramedic Preceptors**

Proposer agrees to cooperate with LEMSA-approved paramedic training programs and with LEMSA to develop a paramedic preceptor program. Preferential placement for paramedic field internships shall be provided to LEMSA approved paramedic programs.

## 7. EMT Training Programs

Proposer agrees to cooperate with LEMSA-approved EMT training programs and to provide preferential placement for EMT students to LEMSA approved EMT programs.

## 8. EMT Minimum Qualifications

Proposer agrees that EMT personnel assigned to provide EMT service under this Contract on an ambulance must meet all the following minimum qualifications:

- a. Currently certified as an EMT in the State of California;
- b. Currently trained in cardiopulmonary resuscitation (CPR) and automatic electronic defibrillator utilization at the Healthcare Provider level and possess an American Heart Association (AHA) CPR course completion certificate within the recommended renewal dates.;
- c. Meet the requirements set forth in the County's ambulance ordinance.

## 9. Paramedic Minimum Qualifications.

Proposer agrees that paramedic personnel assigned to provide paramedic service under this Contract on an ambulance must meet all the following minimum qualifications:

- a. Currently licensed as a paramedic in the State of California;
- b. Currently accredited as a paramedic in Contra Costa County, or alternatively, unaccredited but assigned to an ambulance with an accredited paramedic while the accreditation is pending. If an unaccredited paramedic is assigned to an ambulance with an accredited paramedic, the unaccredited paramedic pending accreditation shall not be permitted to perform any skill in LEMSA's optional scope of practice for paramedics. The unaccredited paramedic shall not work more than thirty (30) days without accreditation;
- c. Currently trained in Advanced Cardiac Life Support (ACLS) according to the AHA standards and have a course completion certificate within the recommended renewal dates;
- d. Currently certified in prehospital trauma life support (PHTLS) or International Trauma Life Support (ITLS)
  - i. Paramedic personnel assigned to work with a currently PHTLS or ITLS certified partner may have up to three (3) months from date of hire to obtain said certification.
- e. Currently trained in Pediatric Advanced Life Support (PALS) and have course completion certificate within the recommended renewal dates. Paramedic employees assigned to work with a currently PALS certified partner may have up to three (3) months from date of hire to obtain said certification.
  - i. Proposer shall supplement required PALS training with annual infant and pediatric simulation training focused on early recognition and management of pre-arrest, apparently life threatening events, and other life threatening conditions.
  - ii. Proposer shall have an annual training program in compliance with the Penal Code that trains its employees on mandatory abuse reporting for children, dependent adults, and elders.
- f. Currently trained in cardiopulmonary resuscitation (CPR) and automatic electronic defibrillator utilization at the Healthcare Provider level and possess an AHA CPR course completion certificate within the recommended renewal dates.

## 10. Entry Level Paramedic Training

Proposer agrees to develop an entry level paramedic training and monitoring program for paramedics with less than two (2) years full-time paramedic experience. The program shall include a provision for the

review of each patient contact by the entry level paramedic within seventy-two (72) hours of the call by Proposer's CES Specialist or Medical Advisor. The entry level training and monitoring program shall set forth objective indicators for determining the clinical proficiency of the paramedic, together with criteria for releasing the paramedic from the training and monitoring program. No paramedic should be released from the entry level paramedic program until deemed proficient, has been monitored for at least six (6) months, or has attained at least two (2) years full-time experience.

#### **11. Institute of Healthcare Improvement (IHI) Certificate of Patient Safety, Quality and Leadership**

Proposer agrees that Proposer Quality, Clinical and Supervisory personnel shall complete an IHI Open School online certificate in Patient Safety, Quality and Leadership within eighteen (18) months of implementation of this Agreement. New employees in these positions shall complete this training within eighteen (18) months of hire or promotion. Proposer shall retain on file at all times, copies of the current training documentation and valid certifications for specified personnel under this Agreement.

#### **12. Company Orientation and On-Going Preparedness**

Proposer agrees to orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, Proposer's policies and procedures; EMS system overview; EMS policies and procedures; radio communications (ambulances, base hospitals, County); map reading skills including key landmarks, routes to hospitals and other major receiving facilities within county and in surrounding areas; Paramedic and EMT roles and responsibilities; field treatment guidelines, and ambulance and equipment utilization and maintenance. Proposer shall provide training, as approved by LEMSA, to prepare non-paramedic responders to assist paramedics in providing patient care.

#### **13. Administrative Oversight and Field Supervision**

Proposer agrees to provide at all times, and within Contra Costa County, an on-duty employee or officer authorized to act on behalf of Proposer in all operational matters.

#### **14. Confidentiality and HIPAA**

Both County and Proposer agree to take appropriate steps to maintain confidentiality of patient data used in quality improvement processes. Both County and Proposer agree to comply with requirements of state and federal law, including the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the California Medical Privacy Act, as applicable. Proposer shall develop annual training for its employees on its privacy policies and applicable law. Proposer's privacy policies shall also include policies regarding the use of photographs and social media.

#### **15. Assaultive Behavior Management Training**

Proposer agrees to provide all ambulance personnel with didactic training, in addition to in-person psychomotor skills training 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 ongoing basis.

#### **16. Preventative Health Care**

Proposer agrees to offer immunizations and health screening to its at risk personnel in accordance with federal, state and county requirements.

## **17. Infection Control**

Proposer agrees to develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure.

## **18. Critical Incident Stress Debriefing (CISD)**

Proposer agrees to establish a CISD program and an ongoing stress reduction program for its employees. This program should include immediate access to a CISD trained individual twenty four (24) hours a day, seven (7) days a week. These programs shall be submitted to Contract Manager for approval.

## **19. Joint Training**

Proposer agrees to participate in joint training programs with ambulance services, hospital personnel, and dispatch centers as developed in conjunction with LEMSA. Proposer will also participate in the annual statewide medical health disaster table-top and functional exercise.

## **20. Clinical Education and Training**

Proposer agrees to develop and implement a clinical education and training program that is consistent with the LEMSA EQIP, and which shall be approved by LEMSA. Proposer's clinical education and training program will include new employee orientation, continuing education opportunities at no cost to participants, and a Field Training Officer program as described in Section C.2 above for pre/post accreditation paramedics. Proposer shall become a continuing education provider as described in California Code of Regulations, Title 22, Division 9, Chapter 11, and maintain its status as a continuing education provider during the term of this Contract.

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 EMS Agency understand the Proposer's commitment to meet these requirements.

## **E. Vehicles and Equipment**

### **1. Vehicles**

Proposer agrees that ambulance vehicles shall meet standards of Title XIII, California Code of Regulations.

Proposer agrees that frontline ambulance vehicles shall not exceed 195,000 miles on the chassis.

Proposer agrees that each ambulance shall be equipped with functional GPS/AVL route navigation capabilities.

### **2. Vehicle Marking**

Proposer agrees that ambulance vehicles used in providing contract services shall bear the markings "Contra Costa County Emergency Medical Services" in at least two (2) 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.

Proposer agrees that ambulance vehicles shall be marked to identify the Proposer name, but shall not display any telephone number other than 9-1-1 or any other advertisement.

Proposer agrees that overall design, color and lettering are subject to the approval of LEMSA. All proposed vehicle markings shall be submitted to the LEMSA for approval prior to implementation.

### **3. Vehicle Maintenance**

Proposer agrees to maintain its vehicles in good working order, consistent with manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Such repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

### **4. General Equipment**

Proposer agrees that in addition to any equipment required by the California Highway Patrol and the California Code of Regulations, all of Proposer's ambulances shall carry all emergency supplies and equipment identified in the County EMS Equipment and Supply list on file at the LEMSA. Acquisition and maintenance of all equipment, including parts, supplies, spare parts, and costs of extended maintenance agreements, are the responsibility of Contractor.

Proposer agrees to maintain its vehicles, equipment, and supplies in a clean, sanitary, and safe mechanical condition at all times.

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

Proposer agrees that all patient point of care equipment on all Ambulances meets Clinical Laboratory Improvement Amendments (CLIA) standards and will submit a description of the program to LEMSA.

### **5. Failure to Meet Minimum Ambulance In-Service Equipment Supply Requirements**

Proposer agrees that County may inspect Proposer's ambulances at any time, with or without prior notice, and proposer shall cooperate with said inspections. Any ambulances that fail to meet the minimum in-service requirements contained in the County Ambulance Equipment and Supply list as determined by County, or the minimum requirements established by the California Code of Regulations or the California Vehicle Code:

- shall be immediately removed from service until the deficiency is corrected
- subject the Proposer to a per-incident penalty as described in Appendix 5 (Penalties)

The ambulance shall not be returned to service until approved to do so by LEMSA.

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. County may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Proposer shall comply with these protocols.

### **6. Equipment Exchange and Replacement**

Proposer agrees to implement and maintain inventory control and equipment maintenance systems which will allow an ambulance fleet fully stocked with quality equipment in good working order at all times.

Proposer agrees that their plan for replacement of expendable equipment and supplies shall be self-sufficient and shall not rely on receiving hospital stock or billing services unless expressly agreed to in writing by receiving hospitals.

## **F. Communications Equipment and Dispatch**

### **1. Dispatch Center**

Proposer agrees to assure that its Ambulance Units are dispatched through a dispatch facility that is staffed, equipped and prepared to provide emergency medical dispatch services.

Proposer agrees to maintain in good working order all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by County designated public safety dispatch centers.

Proposer agrees that its dispatch center shall achieve and maintain designation as an Accredited Center of Excellence, or another emergency medical services dispatch program as approved by Contract Manager.

Proposer agrees that its dispatch facility shall be capable of initiating, receiving and replying to requests for emergency services via data linkage as specified in current version of County Message Transmission Network Standard on file at the LEMSA, and by voice.

Proposer agrees to subscribe to, and insure, that the County's electronic messaging system and hospital status system (currently ReddiNet) is operational and monitored twenty four (24) hours a day, seven (7) days a week, and that messages and requests are responded to timely. Proposer agrees to provide a mechanism for electronic access by the field to the ReddiNet system. Proposer's dispatchers shall notify ambulance personnel when alerted through the hospital communications network that a hospital's ability to accept patients in its emergency department has changed.

### **2. Dispatcher Preparedness**

Proposer agrees to assure that emergency medical services dispatchers are adequately trained and prepared to process emergency medical requests for service. Said dispatchers shall be given a Proposer orientation as well as a thorough orientation to the County EMS system before being assigned to operate as part of Proposer's ambulance dispatch system. Proposers shall develop, and submit to LEMSA for approval, a dispatcher training program.

### **3. Dispatch Evaluation**

Proposer agrees to assure an on-going CQI program for the evaluation of dispatch operations, education and training of dispatchers, and problem identification and resolution.

### **4. Ambulance Communication Equipment**

- 1) Proposer agrees that it is responsible for the communications equipment on ambulances and supervisory units used in the performance of services to County and all necessary Federal Communication Commission (FCC) licenses and other permits as may be required for the operation of the system.
- 2) Proposer agrees to assure its communications system is capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to this RFP, 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 providing patient care are able to directly communicate with the base or receiving hospital staff about the patient. Communication equipment used by Ambulance crews shall be capable of transmitting 12-Lead ECGs to receiving facilities.

- 3) Proposer agrees to equip all ambulances and supervisory vehicles used in performance of services in Contra Costa County with radio equipment for communications with Emergency Medical Dispatch Centers. Radios shall be programmed with appropriate frequencies/talk groups to function on the East Bay Regional Communications System (EBRCS) and suitable for operation on the California On-Scene Emergency Coordination Radio System (CALCORD).
- 4) Proposer agrees to provide each crew member assigned to an Ambulance or supervisor unit with a portable radio.
- 5) Proposer agrees to operate its 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.
- 6) Proposer agrees to provide access to cellular telephones for use on Ambulances and supervisory units.

#### **5. AVL/Data Equipment Requirements**

Proposer shall equip all ambulances with AVL devices and mobile data terminals/computers (MDT). Proposer shall supply AVL feeds to LEMSA and other public safety agencies as authorized and requested by LEMSA.

### **G. Disaster, Multi-casualty, Ambulance Mutual Aid Response, Standby**

#### **1. Multi-casualty/Disaster Response**

- 1) Integration with the Regional Medical Health Operational Mutual Aid System. Proposer agrees, to the best of its ability, to assist in other EMS service areas both within and outside of Contra Costa County as requested by LEMSA because of medical disaster, MCI, or other reason necessitated for the safety, health and welfare of the public. During response to MCIs or disasters within or affecting the County, Proposer operations shall fall under management and coordination of the MHOAC as a function of the Medical/Health Branch in support of the County Emergency Operations Plan (EOP), and the California Master Mutual Aid System. County shall compensate Proposer for Proposer's direct costs of providing services during a declared local emergency or disaster to the extent that the costs are not recoverable by Proposer from a patient or third party and to the extent that the costs are recoverable by County from the state or federal government. Proposer shall participate in disaster drills and training programs as requested by LEMSA.
- 2) Mutual Aid outside the County. Proposer agrees that requests for Proposer's resources for mutual aid outside of Contra Costa County shall be consistent with the California Public Health and Medical Emergency Operations Manual (EOM) as authorized by the MHOAC and the California Master Mutual Aid System. Such authorization shall not be unreasonably withheld after an assessment of the situation by the MHOAC and a determination has been made that adequate resources will remain available to meet the emergency medical and health needs of the County.

- 3) MCI/Disaster Response within the County. Proposer agrees that in the event of a MCI or other local emergency within Contra Costa County, Proposer shall perform in accordance with the County MCI plan and within the Incident Command System (ICS). Proposer shall use its best efforts to maintain primary emergency services, including suspension of non-emergency services as required.
  - a. Proposer shall maintain documentation of the number and nature of mutual aid responses it makes outside its Service Area and nature of mutual aid responses made by other agencies to calls originating within its Service Area.
  - b. Proposer shall provide a report on mutual aid activities to LEMSA when requested by LEMSA.
- 4) Liaison Staff. Proposer agrees to assign a field or dispatch manager/supervisor upon LEMSA's request, to respond to the designated emergency operations center as a liaison, in the event the County declares a disaster within the County.
- 5) Suspending Non-Emergency Services. Proposer agrees that in the event County declares a disaster within the County, or directs Proposer to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of LEMSA and Proposer shall respond in accordance with the disaster plan. Proposer shall use its best efforts to maintain primary emergency services and may suspend non-emergency services upon notification and concurrence with LEMSA.
- 6) Ambulance Strike Team. Proposer agrees to be prepared to deploy an Ambulance Strike Team when requested by County in accordance with a disaster mutual aid request. Proposer shall be able to deploy an ASTL within one (1) hour of request by the County.
- 7) Declaration of Multi-Patient Events. Proposer agrees to immediately recognize and declare an MCI or multi-patient event and have a means for the immediate electronic notification of such events to County.
- 8) Continuity of Operations (COOP). Proposer agrees that no later than ninety (90) days after the effective date of this Contract, Proposer shall submit detailed written plans and procedures to LEMSA describing how Proposer will mitigate the impacts to the Emergency Ambulance Services provided hereunder during all potential emergencies, disasters or work actions (i.e., power failure, information systems failure, earthquake), and provide continuous operations.
  - a. At least annually, Proposer shall review and revise the disaster mitigation plan submitted to LEMSA under this section, and submit the revised version to LEMSA.
  - b. Proposer agrees to 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.
- 9) Internal Disaster Response Notification. Proposer agrees to implement a plan for immediate recall of personnel during multi-casualty incidents or other emergency conditions, including requests for AST. This plan shall include the capability of Proposer to alert off-duty personnel.
- 10) Incident Notification. Proposer agrees to have a mechanism in place to communicate current field information to appropriate LEMSA staff during multi-casualty incidents, disasters or other unusual occurrences.
- 11) Interagency Training for Exercises/Drills. Proposer agrees to participate in LEMSA sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

## 2. Ambulance Service Assistance

Proposer agrees, to the best of its ability, to assist in providing ambulance service to any other Emergency Response Areas if the County's contract with its emergency ambulance service provider for that ERA has been suspended or terminated, and if requested to do so by the County Contract Administrator.



### 3. Disaster Response Vehicle

Proposer agrees to provide one (1) vehicle as a disaster response vehicle. This vehicle shall not be an ambulance or other vehicle used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response. The following equipment shall be stored in the disaster vehicle:

- 1) Backboards and straps
- 2) Cervical collars
- 3) Head immobilization sets and foam wedges
- 4) Splints for legs and arms
- 5) Oxygen equipment
- 6) Dressings and bandages
- 7) Advanced life support equipment (e.g., IV bags/start equipment, etc.)
- 8) County approved disaster tags and checklists for medical incident command personnel
- 9) Other equipment required by the LEMSA.

## H. Customer Service and Community Education

### 1. Community Education

Proposer agrees to sponsor and participate in classes, at no cost to the public, to educate the general public to EMS. Proposer shall work with existing community groups, service organizations, and Chambers of Commerce to support the local community efforts for educating the public regarding emergency response, care, and transportation.

Proposer 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, first aid training, participation in EMS week and other educational activities involving illness and injury prevention, system awareness/access, and appropriate utilization of the EMS system. Proposer shall include LEMSA branding with any public education or community outreach.

### 2. Customer Satisfaction

1. No later than six (6) months after the effective date of this Contract, Proposer shall establish, monitor, and maintain patient and family friendly processes to support patient satisfaction and complaint resolution.
2. Proposer shall establish a hotline giving customers and system participants the ability to leave commendations, and suggestions for service improvements on a voice or electronic mailbox (the "Customer Hotline").
  - a. Proposer's supervisory or CQI leadership team shall be automatically notified of incoming calls and messages to the Customer Hotline.
  - b. Proposer shall respond to complaints and inquiries from patients and families, regardless of how notice occurs, within twenty four (24) hours.
3. Proposer shall establish a single point of contact or ombudsmen responsible for monitoring and improving patient satisfaction and complaint resolution.

4. Proposer shall track, trend and report monthly on the number and characteristics of comments, incidents or complaints including timeliness and satisfaction or complaint resolution associated with billing and patient care to include:
  - a. Intake time
  - b. Type of complaint e.g. billing, patient care, other
  - c. Date resolved and disposition
  - d. Total resolution time to address
5. No later than twelve months after the effective date of this Contract, Proposer shall establish and maintain the reporting of patient satisfaction using a validated patient experience satisfaction survey tool based on Hospital Consumer Assessment of Healthcare Providers and Systems, as well as a process to use survey results for system improvement.
6. Proposer shall participate in health care system partnerships and activities that improve the patient experience for high risk or frequent user populations.
7. Proposer will participate with County Public Health initiatives to support activities that reduce injury throughout the community and support population health.
8. Proposer shall collaborate with community, public health, LEMSA, and health system partners to reduce disparities and support community resiliency for high-risk populations.

## **I. Records, Reports, Audits, Inspections**

### **1. Data and Reporting Requirements**

Proposer agrees to provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis.

### **2. Dispatch Computer**

Proposer agrees that the dispatch computer utilized by Proposer shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

### **3. Records**

Proposer agrees, to complete, maintain and provide to County in a timely manner if requested, adequate records and documentation to demonstrate its performance compliance and to aid County in improving, modifying, and monitoring the EMS system as a whole.

### **4. Electronic Health Record (EHR) System**

Proposer agrees to utilize an EHR system approved by the County Contract Administrator for patient documentation on EMS System responses, which includes all patient contacts, cancelled calls, and non-transports.

Proposer agrees to require employees to enter electronic patient care reports (an "EHR") in the EHR System and that reports are to be accurately completed to include all information listed in Section 100170 of Title 22 of the California Code of Regulations, and information shall be distributed according to EMS policies and procedures adopted by LEMSA.

Proposer agrees that its EHR system shall be tested and compliant with the current version of the National EMS Information System (NEMSIS).

Proposer agrees to use the EHR system to capture and transmit EHRs and data, and will be used by LEMSA to perform clinical quality oversight for medical services provided by Proposer.

Proposer agrees that the EHR system shall support bi-directional exchange of all patient and care information to the Contra Costa County EMS Information System (CCCEMSIS) and the California EMS Information System (CEMSIS), as required by LEMSA.

Proposer agrees to reasonably cooperate with LEMSA to identify and implement improvements to the EHR system that will enable the LEMSA Medical Director and LEMSA staff to review the level of patient care being provided by Proposer.

Proposer agrees to require that an EHR is created, completed, and for every EMS response.

Proposer agrees to provide, at no cost, a bridge system for the transmission of EHR from fire first response to Proposer's EHR.

## **5. CCCEMSIS**

CCCEMSIS is a multi-system, multi-disciplinary data collection and management system. LEMSA shall make any comprehensive data analytic tool that is implemented, available to Proposer to facilitate enhanced clinical provider analytics, including the development of clinical provider performance scorecards. Proposer agrees to collaborate with LEMSA to develop an annual fee to support CCCEMSIS, based on Proposer's total EMS response volume for the prior calendar year. This amount shall not exceed sixty (60%) of Proposer's portion (based on total EMS system response volume) of the total cost for data system management and vendor maintenance and support. All fees paid by Proposer for data system management and vendor maintenance and support shall be used for this purpose only. LEMSA represents that this payment shall be less than or equal to LEMSA's actual costs to provide CCCEMSIS and associated information systems. No funds shall be used by LEMSA in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

## **6. Interim EHR Submission**

Proposer agrees to cooperate with LEMSA to identify required content and develop a procedure for delivery of interim patient care documentation to hospitals, which shall be implemented and followed by Proposer's Employees beginning no later than January 1, 2020. Once the Interim PCR policy has been agreed upon, and in no event after January 1, 2020, Proposer shall require its employees to leave an Interim PCR, or a completed PCR at the hospital before departing the hospital. The interim patient care documentation shall include, at minimum, the name and date of birth of the patient, the patient vital signs, patient medical history and the prehospital care and interventions.

## **7. Completed EHR Submission**

Proposer agrees to submit an EHR to the treating facility within twenty four (24) hours of patient delivery.

## **8. Other Reports**

Proposer agrees to provide such other reports and records as may be reasonably required by Contract Manager.

## **J. Administrative Provisions**

### **1. Compensation Related Provisions**

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.

b. Fee Adjustments

Increases to patient charges based on changes in the Consumer Price Index for Medical Services may be requested annually and are subject to approval by the Contract Administrator. 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.

c. 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.

Any rate increase under this provision shall not take effect until fifteen (15) days following written approval by Contract Manager.

### **2. Payment Provisions**

Proposer agrees that there shall be no payments from County to Proposer for services provided pursuant to this agreement.

### **3. Annual Performance Evaluation**

Proposer agrees to participate in annual performance evaluations in accordance with procedures established by Contract Manager. An evaluation report will be submitted to the Health Services Director and the Emergency Medical Care Committee.

### **4. Cooperation with Evolving System**

Proposer agrees to participate and assist in the development of system changes subject to negotiated costs, if any.

## **5. Federal Healthcare Program Compliance Provisions.**

Proposer agrees to 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.

## **6. Medicare and Medicaid Compliance Program Requirements.**

Proposer agrees to implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Proposer'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).

## **7. HIPAA, CAL HIPAA and HITECH Compliance Program Requirements.**

Proposer agrees 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, including:

- 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

## **8. HIPAA, CAL HIPAA and HITECH violations.**

Proposer agrees that any violations of the HIPAA, CAL HIPAA and HITECH rules and regulations will be reported immediately to LEMSA along with Proposer's actions to mitigate the effect of such violations.

## **9. State Compliance Provisions.**

Proposer agrees to comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and all applicable laws governing its employees. Proposer shall also comply with county and LEMSA policies, procedures, and protocols with regard to the services described in this RFP.

## **10. Performance Oversight and Monitoring.**

Proposer agrees that LEMSA reserves the right to continuously review, inspect and monitor all aspects of Proposer's operations and performance necessary to ensure all services provided by Proposer to County residents and visitors meet the requirements stated in this Contract, the EMS Plan, LEMSA programs, policies, protocols, and procedures and as required by law. Proposer shall reasonably cooperate with LEMSA to fulfill this function, including providing access to all records, facilities and personnel as reasonably requested by LEMSA. Proposer shall provide monitoring tools and technology to allow LEMSA to monitor Proposer's performance under this Contract.

## **11. Observation of Operations.**

Proposer agrees that LEMSA is authorized to investigate all aspects of Proposer's operation so that patient care services under Proposer's operation are performed in a safe and reliable manner and in compliance with LEMSA treatment guidelines and policies. LEMSA personnel may and will at any time directly observe Proposer operations including ride-alongs (in accordance with Proposer policies and

applicable laws, e.g., HIPAA) with field supervisors and ambulance crews. Proposer agrees to grant access to LEMSA personnel for announced or unannounced observation, inspection, audit or review of any operational; clinical or support function, including but not limited to records, facilities, equipment, vehicles and personnel. During any inspection, audit or review, Proposer shall make requested records pertaining to any service rendered under this Contract available to LEMSA personnel. LEMSA personnel shall conduct themselves in a professional and courteous manner, shall not interfere with Proposer's employees in the performance of their duties, and shall at all times be respectful of Proposer's employer/employee relationships. LEMSA shall provide written feedback and results of any inspection, audit or review performed within ten (10) business days after completion.

## **12. Approval of Proposer Subcontracts.**

Proposer agrees that all plans, programs, policies, protocols and procedures that require LEMSA's approval by law or LEMSA policy, and any Proposer subcontracts for the performance of services under this Contract, shall be submitted to LEMSA for approval prior to their implementation.

## **13. 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.

#### **14. 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://www.cccems.org> as well as a copy of the current county ordinance.

#### **15. Proposer Obligation to Notify County.**

Proposer agrees to report to LEMSA in writing as soon as practicable any instance where it did not meet, or has reason to believe it may not be able meet, a material requirement stated in this Contract. Upon its receipt of a notice of a failure to perform or an anticipated failure to perform under this Contract, LEMSA shall perform a review and work with Proposer to develop the appropriate corrective action plan to be implemented by Proposer.

### **K. Special Conditions**

#### **1. Response Area Exclusivity**

Proposer understands that, except for the provision of backup services or the suspension or termination of this Agreement, County shall not enter into any agreement with any other provider for ground response to emergency ambulance requests from the County Communications Center or other designated public safety dispatch center within Proposer's Emergency Response Area(s) during the term of this Agreement.

#### **2. Air Ambulance Transport.**

Proposer agrees that County reserves the right to enter into separate transport agreements with air ambulance providers. Notwithstanding any other provisions of this Agreement, County 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 accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than estimated air transport time.

#### **3. No Advertising.**

Proposer agrees that it shall not, in the course of providing service under this Agreement, advertise, promote, or endorse any other service or product provided by Proposer or any other firm.

#### **4. Private Work.**

Proposer agrees that nothing in the Agreement shall prevent Proposer from conducting private work that does not interfere with the requirements of this Agreement.



## 5. Breach of Contract.

Notice of Default. Proposer agrees that County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Proposer materially breaches this Agreement and fails to correct such default within seven (7) days following the service of a written notice by County specifying the default(s) and the effective date of intended termination of this Agreement, absent cure.

Definitions of Breach. Proposer agrees that conditions and circumstances which shall constitute a material breach by the Proposer shall include, but are not limited to, the following:

- 1) Failure of the Proposer to operate the ambulance service system in a manner which enables the County and the Proposer to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Minor violations of such requirements shall not constitute a material breach except willful and repeated violations shall constitute a material breach;
- 2) Falsification of data supplied to the County 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 this Agreement;
- 3) Failure to maintain equipment in accordance with good maintenance practices;
- 4) Deliberate and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
- 5) Attempts by the Proposer to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing proposers during a subsequent bid cycle;
- 6) Attempts by the Proposer to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
- 7) Chronic and persistent failure of Proposer's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- 8) Failure to comply with approved rate setting, billing, and collection procedures;
- 9) Repeated failures to meet response time requirements after receiving notice of non-compliance from the Contract Manager;
- 10) Repeated failures to respond to 90% of all potentially life threatening emergency medical requests with paramedic units;
- 11) Failure of the Proposer to provide and maintain the required insurance; or
- 12) Failure to comply with or exceed the minimum employee wage/salary benefit package specified in Proposer's Proposal.

## 6. End Term Provisions.

Proposer agrees to return to County all County issued equipment in good working order, normal wear and tear excepted, at the termination of this Agreement. For any County equipment not so returned, County shall repair or replace said equipment at Proposer's expense and deduct the cost thereof from any payments owed to Proposer. In the event the Proposer is not owed any payments under this Agreement, Proposer shall reimburse County for the actual cost of repairs or replacement.

## 7. Transition Planning.

Competitive Bid Required. Proposer acknowledges that County intends to complete a competitive procurement process for the provision of emergency ambulance services within Proposer's Emergency



Response Area(s) following termination of this Agreement. Proposer acknowledges and agrees that County may select a different ambulance service provider to provide exclusive emergency ambulance services within all or some of the Emergency Response Area(s) specified herein following said competitive procurement process.

Future Bid Cycles. Proposer acknowledges and agrees that supervisory personnel, EMTs, paramedics, and control center personnel working in the EMS system have a reasonable expectation of long-term employment in this system, even though Proposers may change from time to time. Accordingly, Proposer shall not penalize or bring personal hardship to bear upon any of its employees who applies 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. Proposer may, however, prohibit its employees from assisting competing proposers in preparing their bid proposals by revealing Proposer's trade secrets or other information about Proposer's business practices or field operations.

#### **8. Retention of Records.**

Proposer agrees to retain all documents pertaining to this Contract for five (5) 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 contract's funding period. Upon request, and except as otherwise restricted by law, Proposer shall make these records available to authorized representatives of the County, the State of California, and the United States Government."

#### **9. Termination.**

Proposer acknowledges that this Contract may be canceled immediately by written mutual consent.

#### **10. Hold Harmless/Defense/Indemnification.**

##### **a) Hold Harmless**

In General, Proposer 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.

Proposer'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**

Proposer accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Proposer 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, Proposer 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 Proposer's actions in this regard.

#### **11. Insurance.**

During the entire term of this Agreement and any extension or modification thereof, the Proposer agrees to keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in these Conditions:

1. **Liability Insurance.** The Proposer shall provide malpractice insurance and comprehensive liability insurance, including coverage for owned and non-owned vehicles, each with a minimum combined single limit coverage of \$ 1,000,000 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 act, omission, or occurrence. Such insurance shall be endorsed to include the County of Contra Costa and their respective officers and employees as additional named insured as to all services performed by Proposer under this agreement.
2. **Workers' Compensation.** The Proposer shall provide workers' compensation insurance coverage for its employees.
3. **Certificate of Insurance.** The Proposer shall provide the County with a certificate(s) of insurance evidencing liability, medical malpractice and workers' compensation insurance as required herein no later than the effective date of this Contract. If the Proposer 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(ies) at any time during the term of this Contract, then Proposer shall provide (a) current certificate(s) of insurance.
4. **Additional Insurance Provisions.** The insurance policies provided by the Proposer shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage. Said policies shall constitute primary insurance as to the 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) shall not be required to contribute to any loss covered under the Proposer's insurance policy or policies.

#### **12. Modifications and Amendments.**

Proposer agrees that this Contract may be modified or amended by a written document executed by Proposer and the County, subject to any required state or federal approval.

#### Appendix 1 – Current Rates

Emergency Ambulance Base Rate	\$1,579.00
Mileage charge (per mile)	\$29.38
Oxygen administered	\$105.00

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## Appendix 2 – Procurement Timeline

Date	Activity
January 23, 2018	Board Approval of RFP
March 27, 2018	EMSA Review of RFP Completed
April 9, 2018	RFP Released
April 16, 2018	RFP Questions/Clarifications Due
April 23, 2018	Proposer's Conference
June 21, 2018	Proposals Due at 4 p.m. – Public Proposal Opening
July 10, 2018	Notice of Intent to Award – Protest period begins
August 6, 2018	Presentation to Board; authorization to proceed
August 30, 2018	Contract finalized
September 11, 2018	Board approval of Contract
November 1, 2018	Startup of new contract

## Appendix 3 – Mandatory Table of Contents

### FACE SHEET (FORM IN APPENDIX 4-EXHIBIT A)

#### SECTION I. EXECUTIVE SUMMARY

#### SECTION II. SUBMISSION OF REQUIRED FORMS

- A. Insurance Certificates (Requirements in Appendix 8)
- B. Debarment and Suspension Certification (Form in Appendix 4-Exhibit B)
- C. References (Form in Appendix 4-Exhibit C)
- D. Investigative Authorization-Individual (Form in Appendix 4-Exhibit D)
- E. Investigative Authorization-Entity (Form in Appendix 4-Exhibit E)
- F. Proposed Patient Charges (Form in Appendix 4-Exhibit F)

#### SECTION III. MINIMUM QUALIFICATIONS

##### A. Organizational Disclosures

- 1. Organizational ownership and legal structure

Supporting documentation required.

- 2. Financial Strength and Stability

Supporting documentation required.

- 3. Continuity of business

Supporting documentation required.

- 4. Licenses and permits

Supporting documentation required.

- 5. Government investigations

Supporting documentation required. (May be in electronic format)

6. Litigation

Supporting documentation required. (May be in electronic format)

**B. EXPERIENCE AS SOLE PROVIDER**

1. Comparable experience

Supporting documentation required.

2. Government contracts

Supporting documentation required.

3. 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. Service Activities**

1. Scope of Service
2. Advanced Life Support (ALS) Mandate
3. Integration and Collaboration with the EMS System
4. Local Infrastructure
5. Compliance with LEMSA Treatment Guidelines, Administrative Policies, Procedures and Applicable Laws
6. Disaster Assistance and Response

## 7. Work and Services

<b>Attestation:</b>
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.A.(1.-7.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.A.(1.-7.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>
_____ Proposer takes exception to provisions contained in Section IV.A. (1.-7.) 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. <u>Exceptions:</u>

### B. Performance Standards

1. Staffing
2. Response Time Performance Standards
3. Response Time Calculation
4. Response Time Exemptions
5. Application for Exemption
6. Documentation of Response Times
7. Response Time Performance Data Report
8. Deployment Plan

<b>Attestation:</b>
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.B.(1.-8.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.B.(1.-8.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>

<p>_____ Proposer takes exception to provisions contained in Section IV.A. (1.-7.) 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.</p> <p><u>Exceptions:</u></p>
---

### C. Clinical and CQI Standards

1. Continuous Quality Improvement (CQI) Program
2. Field Training Officer (FTO) Program
3. Medical Control
4. Quality Improvement Processes
5. EMS System CQI Activities

Attestation:
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(1.-5.).</p>
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(1.-5.). In addition, Proposer will exceed the requirements of this section as delineated below.</p> <p><u>Proposal to exceed requirements:</u></p>
<p>_____ Proposer takes exception to provisions contained in Section IV.C. (1.-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.</p> <p><u>Exceptions:</u></p>

6. Medical Committee Participation
7. Clinical Quality Improvement Staff Commitment

Attestation:
--------------



\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(6.-7.).

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(6.-7.). In addition, Proposer will exceed the requirements of this section as delineated below.

Proposal to exceed requirements:

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.C. (6.-7.) 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. Coordination of Data Gathering and Quality Improvement Efforts

9. Clinical and Operational Benchmarking

10. Medical Research

11. Patient Satisfaction Program

12. Cardiac Arrest Performance Reporting System

13. Medical Reviews and Audits

14. Incident Review and Investigations

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(8.-14.).

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.C.(8.-14.). In addition, Proposer will exceed the requirements of this section as delineated below.

Proposal to exceed requirements:

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.C. (8.-14.) 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. Personnel Standards

1. U.S. Government Excluded Parties List System (EPLS)
2. Office of Inspector General (OIG)/Department of Health Care Services (DHCS)
3. Credentials
4. Employee Records/Termination
5. Remediation

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.D.(1.-5.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.D.(1.-5.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>
_____ Proposer takes exception to provisions contained in Section IV.D. (1.-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. <u>Exceptions:</u>

6. Paramedic Preceptors
7. EMT Training Programs
8. EMT Minimum Qualifications
9. Paramedic Minimum Qualifications
10. Entry Level Paramedic Training
11. Institute of Healthcare Improvement (IHI) Certificate of Patient Safety
12. Company Orientation and On-Going Preparedness
13. Administrative Oversight and Field Supervision
14. Confidentiality and HIPAA
15. Assaultive Behavior Management Training

16. Preventative Health Care
17. Infection Control
18. Critical Incident Stress Debriefing
19. Joint Training
20. Clinical Education and Training

**Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.D.(6.-20.).

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.D.(6.-20.). In addition, Proposer will exceed the requirements of this section as delineated below.

Proposal to exceed requirements:

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.D. (6.-20.) 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. Vehicles and Equipment**

1. Vehicles
2. Vehicle Marking
3. Vehicle Maintenance
4. General Equipment
5. Failure to Meet Minimum Ambulance In-Service Equipment Supply Requirements
6. Equipment Exchange and Replacement

Attestation:

<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.E.(1.-6.).</p>
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.E.(1.-6.). In addition, Proposer will exceed the requirements of this section as delineated below.</p> <p><u>Proposal to exceed requirements:</u></p>
<p>_____ Proposer takes exception to provisions contained in Section IV.E. (1.-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.</p> <p><u>Exceptions:</u></p>

#### **F. Communications Equipment and Dispatch**

1. Dispatch Center
2. Dispatcher Preparedness
3. Dispatch Evaluation
4. Ambulance Communication Equipment
5. AVL/Data Equipment Requirements

<p>Attestation:</p>
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.F.(1.-5.).</p>
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.F.(1.-5.). In addition, Proposer will exceed the requirements of this section as delineated below.</p> <p><u>Proposal to exceed requirements:</u></p>
<p>_____ Proposer takes exception to provisions contained in Section IV.F. (1.-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.</p> <p><u>Exceptions:</u></p>

### **G. Disaster, Multi-casualty, Mutual Aid Response, Standby**

1. Multi-casualty/Disaster Response
2. Ambulance Service Assistance
3. Disaster Response Vehicle

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.G.(1.-3.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.G.(1.-3.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>
_____ Proposer takes exception to provisions contained in Section IV.G. (1.-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. <u>Exceptions:</u>

### **H. Community Service and Community Education**

1. Community Education
2. Customer Satisfaction

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.H.(1.-2.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.H.(1.-2.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>
_____ Proposer takes exception to provisions contained in Section IV.H. (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. <u>Exceptions:</u>

--

### **I. Records, Reports, Audits, Inspections**

1. Data and Reporting Requirements
2. Dispatch Computer
3. Records
4. Electronic Health Record (EHR) System
5. CCCEMSIS
6. Interim EHR Submission
7. Completed EHR Submission
8. Other Reports

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.I.(1.-7.).
_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.I.(1.-7.). In addition, Proposer will exceed the requirements of this section as delineated below. <u>Proposal to exceed requirements:</u>
_____ Proposer takes exception to provisions contained in Section IV.I. (1.-7.) 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. <u>Exceptions:</u>

### **J. Administrative Provisions**

1. Compensation Related Provisions
2. Payment Provisions
3. Annual Performance Evaluation
4. Cooperation with Evolving System

5. Federal Healthcare Program Compliance Provisions
6. Medicare and Medicaid Compliance Program Requirements
7. HIPAA, CAL HIPAA and HITECH Compliance Program Requirements
8. HIPAA, CAL HIPAA and HITECH Violations
9. State Compliance Provisions
10. Performance Oversight and Monitoring
11. Observation of Operations
12. Approval of Proposer Subcontracts
13. Billing/Collection Services
14. County Permit
15. Proposer Obligation to Notify County

Attestation:
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.J.(1.-15.).</p>
<p>_____ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.J.(1.-15.). In addition, Proposer will exceed the requirements of this section as delineated below.</p> <p><u>Proposal to exceed requirements:</u></p>
<p>_____ Proposer takes exception to provisions contained in Section IV.J. (1.-15.) 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.</p> <p><u>Exceptions:</u></p>

#### **K. Special Conditions**

1. Response Area Exclusivity
2. Air Ambulance Transport
3. No Advertising
4. Private Work

5. Breach of Contract
6. End Term Provisions
7. Transition Planning
8. Retention of Records
9. Termination
10. Hold Harmless/Defense/Indemnification
11. Insurance
12. Modifications and Amendments

**Insurance documentation required**

**Attestation:**

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.K.(1.-12.).

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements and commitments contained in Section IV.K.(1.-12.). In addition, Proposer will exceed the requirements of this section as delineated below.

Proposal to exceed requirements:

\_\_\_\_\_ Proposer takes exception to provisions contained in Section IV.K. (1.-12.) 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:



## Appendix 4 – Required Forms

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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 ambulance services.

**Name of Proposer:** \_\_\_\_\_

Dbas: \_\_\_\_\_

**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:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ **Email:** \_\_\_\_\_

**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 (3) 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 (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily 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:	
Contact Person:	
Telephone Number:	(____)____-_____
Service Provided:	
Dates/Type of Service:	____/____/_____

Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Telephone Number:	(____)____-_____
Service Provided:	
Dates/Type of Service:	____/____/_____

Exhibit C – REFERENCES

Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Telephone Number:	(____) ____ - _____
Service Provided:	
Dates/Type of Service:	____ / ____ / _____

Exhibit C – REFERENCES

**FORMER REFERENCES**

**PROPOSER NAME:** \_\_\_\_\_

Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Telephone Number:	(     )     -
Service Provided:	
Dates/Type of Service:	/     /

Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Telephone Number:	(     )     -
Service Provided:	
Dates/Type of Service:	/     /

Exhibit C – REFERENCES

Company Name:	
Address:	
City, State, Zip:	
Contact Person:	
Telephone Number:	(____) ____ - _____
Service Provided:	
Dates/Type of Service:	____ / ____ / _____

Exhibit D – INVESTIGATION 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 and 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 D – INVESTIGATION AUTHORIZATION – ENTITY

The undersigned entity, 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 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 general 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 D – INVESTIGATION AUTHORIZATION – ENTITY

This authorization shall expire six (6) months from the signature date.

**AUTHORIZATION FOR SUCH PERSONAL 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, 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 F – PROPOSED PATIENT CHARGES

Proposer Name: \_\_\_\_\_

**Proposed Patient Charges for Year 1 of Contract**

Emergency Ambulance Base Rate: \_\_\_\_\_

Mileage Rate (per loaded mile): \_\_\_\_\_

Oxygen administration: \_\_\_\_\_

Treat and Refuse Transport: \_\_\_\_\_

### **Response Time Penalties**

#### **Emergency Ambulance Requests – Priority 1 Responses**

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

#### **Emergency Ambulance Requests – Priority 2 Responses**

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

#### **Emergency Ambulance Requests – Priority 3 Responses**

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

#### **Outlier Response Time Penalties**

Priority Level	Outlier Response Times		Penalty per Outlier
	High Density Call	Low Density Call	
Priority 1	18:59	29:59	\$,1500
Priority 2	22:59	44:59	\$1,000
Priority 3	39:59	59:59	\$750

## Other Penalties

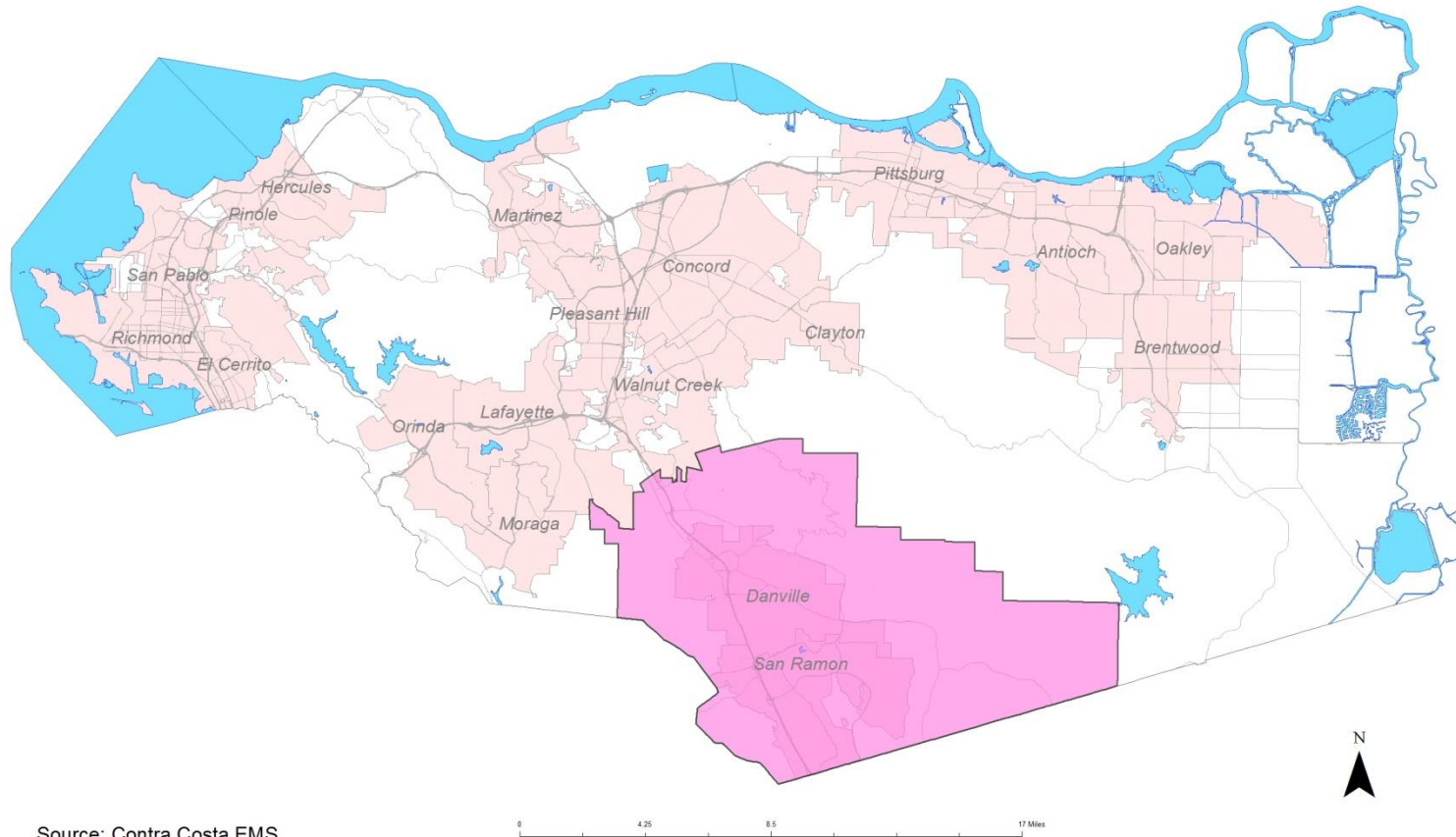
Performance	Criteria	Penalty
Failure to provide timely Response Time reports and operational reports	Operational and Response Time reports are due on a specific date after end of month	\$50 per report for each day after due date
Submit completed EHR within twenty four (24) hours of patient delivery	100 percent of completed EHRs will be provided to receiving facility within twenty four (24) hours.	A penalty of \$100 for every completed EHR not provided to the facility within twenty four (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 each incident in which a BLS ambulance responds and transports a patient that requires ALS care according to 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 for each day after due date
Failure to provide timely unusual occurrence reports and investigation updates	Unusual occurrence reports and updates on investigations of events are due within a specific time from date of the occurrence as defined in LEMSA policies	\$100 per report for each day after the specified time frame from the date of occurrence
Failure to respond to an emergency request for an Emergency Ambulance	The contractor shall respond to all Emergency Ambulance Service requests within the EOA. Failure to respond is defined as 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 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 Paramedic or EMT certification	Staffing an ambulance improperly certified personnel	\$250 per call responded to by improperly certified Paramedic or EMT
Failure to document Against Medical Advice (AMA)	Field personnel fails to comply with defined LEMSA policy and procedure for AMA	\$500 for AMA documentation and protocol failure

Dispatched Emergency Ambulance crew fails to report and document Arrival On Scene Time	Any time an emergency ambulance is dispatched and the ambulance crew fails to report and document an on-scene time. The Contractor, in order to avoid the penalty, may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time.	\$250 per incident
Ambulance fails to meet the minimum in- service requirements	Any time an in-service ambulance vehicle fails to comply with the LEMSA mandatory minimum equipment specification	\$500 per Ambulance per occurrence

Appendix 6 – Emergency Response Zone Map

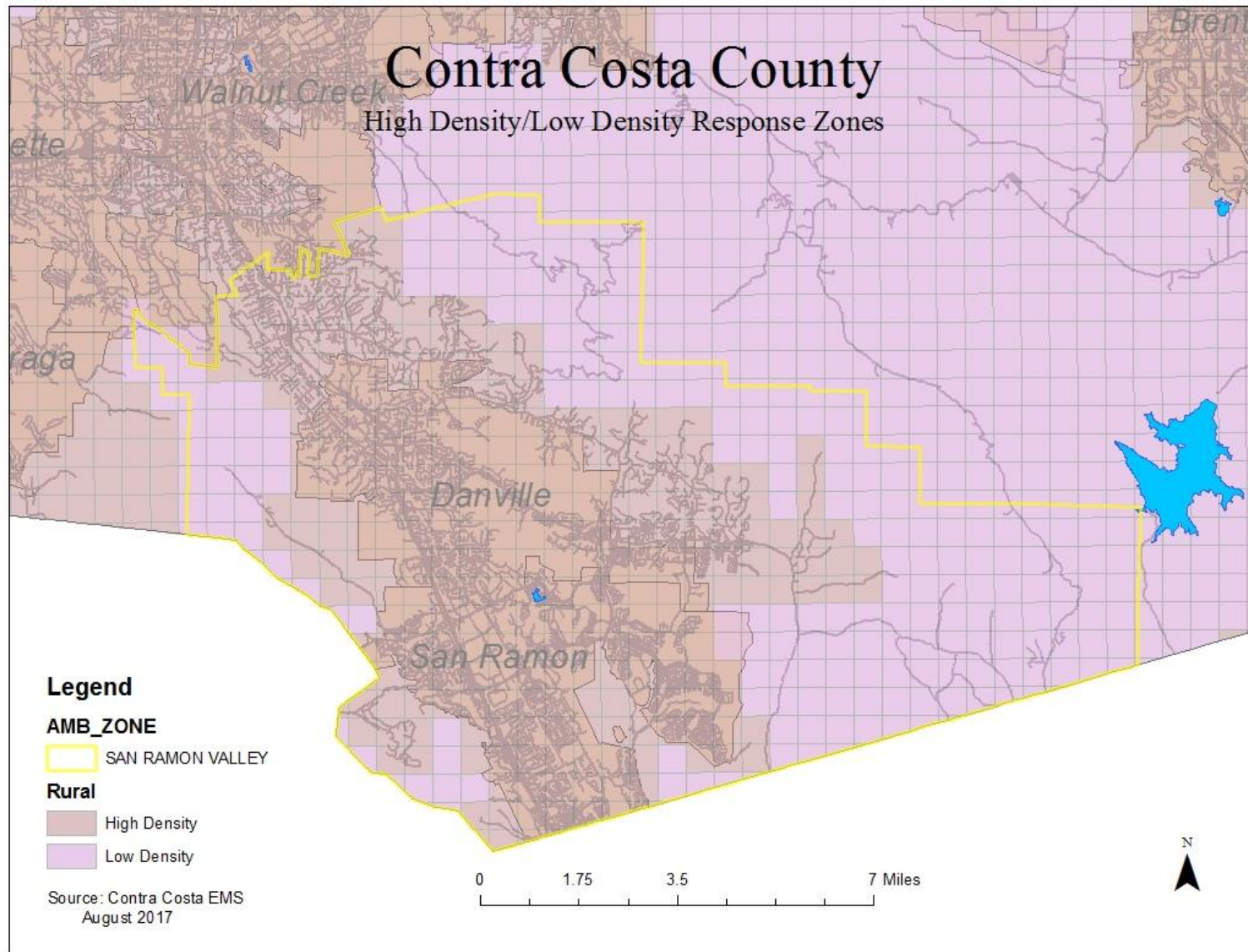
# Contra Costa County

EOA 4



Source: Contra Costa EMS  
August 2017

## Appendix 7 – High/Low Density Area Map





## *Insurance Requirements*

1. **EVIDENCE OF INSURANCE:** Certificates of insurance are required from a reputable insurer evidencing all coverages 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**
  - a. 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:
    - i. 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.
    - ii. 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.
- iii. Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one (1) 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 nonrenewal 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 1001 and CG 2037 1001; but shall not use the following forms: CG 20 10 1093 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.
- iv. 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.

DRAFT