

REQUEST FOR PROPOSALS MENDOCINO COUNTY

EXCLUSIVE OPERATING AREA PROVIDER FOR EMERGENCY AMBULANCE SERVICE

FEBRUARY 2019



REQUEST FOR PROPOSAL

THE COUNTY OF MENDOCINO CHIEF EXECUTIVE OFFICE

On behalf of the Coastal Valleys EMS Agency,
invites your proposal to serve as the

EXCLUSIVE EMERGENCY AMBULANCE SERVICE OPERATOR FOR THE MENDOCINO COUNTY EXCLUSIVE OPERATING AREA

Notice is hereby given that proposals will be received at the Mendocino County Executive Office for performing all work necessary in accordance with the "SCOPE OF WORK" and other related documents provided herein. Please carefully read and follow the instructions.

One (1) proposal and seven (7) identical copies in a package clearly marked with the Proposal Number and the Proposal Submittal Deadline Date on the outside, and forwarded to:

Mendocino County Executive Office
Attn: Janelle Rau
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Proposals must also be submitted electronically via CD or flash drive in PDF format, with the Signature Page placed as the first page. Required documentation (i.e., Budget, Financials) should be submitted as a separate PDF file.

Any Proposer, who wishes its proposal to be considered, is responsible for making certain that the proposal is received in the Mendocino County Executive Office by the closing date/time. Postmark, date of mailing, or other mailing receipt shall not be considered.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED AND NOT OPENED.

All prospective Proposers must comply with the Terms and Conditions listed in this Request for Proposal (RFP). Signature Sheet-Form A of the RFP will require written certification that the Proposal is being submitted in compliance with the RFP Terms and Conditions by 4:00 P.M. on the closing date of the RFP.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE EXECUTIVE OFFICE OFFICIAL TIME CLOCK READS 4:01 P.M.

CLOSING DATE: May 28, 2019

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Section 1: Submittal Checklist

This submittal checklist identifies some of the various components that are required with your proposal. This form is to be completed and included in the proposal and must be located directly behind the signature sheets.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Submittal Checklist/Table of Contents	Page No.
Signature Sheets	
Submittal Checklist/Table of Contents	
Cover Letter	
Executive Summary	
References	
Proposer's Qualifications & Approach	
Contract	
Affirmation Statement Form (Form A)	
Investigative Authorization – Individual (Form B (1))	
Investigative Authorization – Entity (Form B (2))	
Request for Verification of Deposit (Form C (1))	
Request for Verification of Deposit (Form C (2))	
Certificate of Non-Collusion, signed by authorized representative (Form D)	
Insurance Coverage (Certificate of Insurance)	
In a separate sealed envelope include:	-----
Cost Proposal and Narrative	
Financial Statement and Sufficient Financial Information as listed in the RFP (Non-submittal will be considered non-responsive and cause for rejection of proposal).	

Section 2: RFP-Specific Definitions

(for other EMS Definitions, see Attachment 1)

Closing Date/Time – The last day and time the RFP must be received in the Chief Executive Office.

Contract – Comprises the RFP, any addenda thereto, the proposal, and the purchase order, if appropriate. The Contract constitutes the entire agreement between the County and the awarding Proposer.

Contractor – The Proposer awarded the Contract derived from this RFP. The Proposer who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Contract Administrator – The Contract Administrator will be the single authority to act for the County under the Contract.

County – The County of Mendocino, a political subdivision of the State of California.

Duly Appointed Officer – Person who has the legal authority to enter into and sign contracts on behalf of the firm.

Evaluation Committee – A committee established to review and evaluate proposals to recommend the Contract award.

Formal Date of Award – Date the Board of Supervisors take formal action to award the subject RFP to the most responsive Proposer.

Notice of Intent to Award – Letter sent by the County to all participating Proposers advising them of the date the County Board of Supervisors will hear and possibly take action in awarding the Contract to the successful Proposer as recommended by the Evaluation Committee.

Project Director – The person named by the County who will oversee the project associated with the RFP and be the first contact regarding any questions, problems, and any other issues that arise during the Contract period.

Proposal Deadline – The closing date associated with this Request for Proposal.

Proposer – A person, partnership, firm, corporation, or joint venture submitting a proposal for the purpose of obtaining a County contract.

Subcontractors – Any person, entity, or organization to which Contractor or County has delegated any of its obligations hereunder.

Section 3: Intent of the Request for Proposal

3.1 Introduction

The Mendocino County Local Emergency Medical Services Agency (LEMSA), functioning as the designated local EMS agency pursuant to Division 2.5 of the California Health and Safety Code (commencing with Section 1797; also known as the Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act, or the EMS Act), proposes to maintain an EMS Exclusive Operating Area (EOA) within Mendocino County.

The implementation of an EOA within Mendocino County is at the recommendation of the Board of Supervisors. The LEMSAs has designed this process and has selected the County Board of Supervisors as the awarding agency for this EOA competitive procurement process, consistent with California State Guidelines for Creating EMS EOA. The County of Mendocino Executive Office will function as the Procurement Coordinator for this competitive procurement process and the Mendocino County Board of Supervisors will authorize the successful proposer, if any, to act as the contractor (Contractor) will provide services within the EOA pursuant to a written agreement (Agreement) awarded by the Board of Supervisors. An evaluation committee will be designated by the LEMSAs to review credentials/proposals and make recommendations to the LEMSAs on the proposer's submitted proposals to the Request for Proposal (RFP).

This is a performance based Contract. Details regarding the Contract, performance standards, and other details of the scope of work requested are described in the RFP. Proposers should note that the County is very diverse in its population and geography. A comprehensive proposal will require orientation and familiarity to the unique service requirements of the County. Contract compliance will be monitored by the LEMSAs in coordination with Mendocino County Contract Compliance standards. Proposals that do not include all information necessary to assess capacity and/or financial qualifications will not be submitted to the evaluation committee.

The following provisions, attachments, and exhibits constitute a Request for Proposals that will be used by the LEMSAs to conduct a competitive process for the selection of one EOA provider servicing the entire EOA. The EOA includes existing ambulance zones 1, 2, 3, 5, 8, and 9 as shown in Attachment 2. Please see Section 4.2 for a discussion of the option to form partnerships within the EOA.

The successful proposer will be granted a contract for a period of five (5) years. The County may extend the Contract at the mutual agreement of the LEMSAs, the County and the EOA Contractor. for up to two (2) 30-month periods, or a maximum of ten (10) years, based on superior performance as evaluated and approved by the Contract Administrator.

3.2 Background

Mendocino County encompasses an area of 3,878 square miles with a U.S. Census' estimated population of 88,018 during 2017. The EOA represents an estimated population of 63,600 and includes all incorporated and unincorporated areas of the northwest corner and inland section of the County as detailed in this RFP. There is one consolidated dispatch center for fire & EMS operations covering the entire County.

Existing EMS Services

Currently, there are 10 ground ambulance providers serving the residents and visitors of Mendocino County. Within the newly formed EOA, there are seven different services, three public agencies and four private companies, covering the six zones within the EOA. The private

companies and one of the public agencies offer Advanced Life Support (ALS) level of care, while the remaining provide Basic Life Support (BLS) ambulance services. There are a number of first response agencies at different levels of service; however, not all areas of the EOA currently have first responder coverage. The service is fragmented and there are legitimate concerns about sustained ambulance coverage within the County. There are two air ambulance providers, both private, based in the County. Air ambulance service is specifically not included within this RFP.

Until this RFP, there have been no response time or high-performance operational standards for ground emergency ambulance service within Mendocino County.

General Requirements and Governing Law

California Health and Safety Code section 1797.224 permits a local EMS agency to establish EOAs. California State Law, contractual standards as stipulated in the RFP and future addenda, County resolutions, ordinances and rules and regulations, published operational and medical policies of the Local EMS Agency (LEMSA), California EMS Authority, and this RFP set forth the requirements for service for the County EOA, and all proposers shall comply with them. Collectively, they are referred to as the "governing law" in this RFP.

Exclusive Operating Area

The response area to be served by this RFP is the "Mendocino County EOA - Ground" which is one, single EOA servicing existing zones 1, 2, 3, 5, 8, and 9 of the County (see Attachment 2). The authority of the LEMSAs allows the restriction of operations to one or more emergency ambulance services within the EOA.

3.3 Period of Operation

Unless initiated earlier by mutual agreement, this contract shall commence at 12:00 a.m. on March 1, 2020, and terminate at 11:59 p.m. on February 28, 2025, unless extended or terminated as provided for in the executed EOA Contract.

The LEMSAs and County shall make any decision regarding renewal of this contract or any extension thereof at least 18 months prior to the scheduled termination date so that if no extension is approved, a new RFP process may be conducted on a schedule that will identify the new CONTRACTOR and allow reasonable time for both outgoing and incoming CONTRACTORS to plan and execute an orderly transition (transition period).

The purpose of this requirement is to allow reasonable time for both outgoing and incoming Contractors to plan and execute an orderly transition, to allow the County and its new Contractor to revise advertising, and to allow time for negotiation of new service contracts, mutual-aid agreements, and other contracts previously managed by the outgoing Contractor.

3.4 Scheduled Activities

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

Event	Date
Release RFP	February 19, 2019
Deadline for Written Questions for Proposers Conference	March 8, 2019
Proposers Conference – Mandatory	March 15, 2019
Final Deadline for RFP Questions (by 4:00 p.m. in writing)	March 22, 2019
Letter of Intent Due (may be scanned and submitted via email attachment to rauja@mendocinocounty.org)	(April 8, 2019)
Proposals Due (by 4:00 p.m.)	May 28, 2019
Notice of Intent to Award	June 2019
Approval of Contract by Board of Supervisors	August 2019
Implementation	March 2020

Section 4: Scope of Work

4.1 Scope

This RFP and its provisions, attachments, and addenda (if any) constitute a solicitation for the selection of a single provider of ground emergency ambulance service for the defined EOA. The operation of the emergency ambulance service shall be consistent with the provisions of this procurement process including staffing and performance. This procurement process includes provision for all ambulance responses. All of the following transports originating in the County EOA shall be referred to the holder of the exclusive Contract; the holder of the exclusive Contract shall provide all responses and ground transports as follows:

- 1) Emergency Ambulance Service;
- 2) 9-1-1/PSAP requests Emergency Response, BLS or ALS level;
- 3) All requests for immediate Emergency Ambulance Service transmitted through an authorized 9-1-1/PSAP;
- 4) All requests for Emergency Ground Ambulance Services made directly to CONTRACTOR or another Ambulance or public safety dispatch center through a seven-digit telephone call request without going through an authorized 9-1-1/PSAP;
- 5) All ground interfacility transport (IFT) requests requiring the services of an BLS, ALS, or critical care transport (CCT) ambulance;
- 6) All "Special Events" requiring the presence of an ambulance, regardless of level of service requested; and
- 7) All "Special Events" requiring ALS level of service, even if there is no ambulance required.

4.2 Partnerships within the Exclusive Operating Area

Due to the number of established ambulance providers within the EOA, the County encourages partnerships to provide a cost-effective service with optimal response times and integration with existing EMS providers. Possible partnership opportunities include, but are not limited to, existing ALS and BLS ambulance providers, existing air ambulance providers, and community health centers.

Proposals should include any commitments to negotiate, in good faith, subcontracts with current providers. Ideally, Proposers shall have entered into negotiations with the respective agencies prior to submission of the proposal. The successful Proposer will retain ultimate responsibility for the subcontractors with respect to the performance standards associated with the subcontracted services as required by the Contract with the County. The subcontractors should be utilized

primarily to provide service within their regular service areas; however, they may be included in the Proposer's Initial System Status Plan (see Section 8.4 I) and utilized by the Proposer as to post or respond to calls within the EOA. The Proposer shall ensure that adequate contract termination language will be included in the subcontracts for failure to meet the Contractor's required performance standards.

A. Automatic Aid Providers

The City Ambulance of Eureka for Zone 1 and Cloverdale Ambulance for Zone 9 (see Attachment 2) provide ambulance services to small portions of northwestern and southeastern Mendocino County, respectively. It is the County's intent in this procurement process that these automatic aid services continue under a subcontract with the successful Proposer of the RFP.

B. Existing ALS Ambulance Providers

Laytonville Fire Department is the primary transport provider currently in Zone 2. Proposers may subcontract with the department for 1) continuing to provide service meeting the EOA standards or 2) any other partnership that is beneficial to the EOA service while maintaining or exceeding its standards.

Within Zone 5, Ukiah Valley Fire Authority offers ALS backup ambulance services. Proposers may subcontract with the department for 1) providing primary or backup service meeting the EOA standards or 2) any other partnership that is beneficial to the EOA service while maintaining or exceeding its standards.

C. Existing BLS Ambulance Providers

In Zones 3 and 8, BLS ambulance service is provided by Covelo Fire and Anderson Valley Ambulance, respectively. Currently, the BLS ambulance rendezvous with an ALS ambulance while enroute to the hospital when necessary (i.e., ALS intercept). Proposers are encouraged to establish agreements to utilize these BLS ambulance providers in conjunction with an ALS provider from the Contractor, whether staffed on the ambulance or in a quick response vehicle (QRV), to ensure ALS level of care is available on all calls within the EOA when it is needed. As allowed by LEMSA policies, dispatch protocols may determine a BLS ambulance is sufficient or patient transports can be downgraded from ALS to BLS when appropriate. The goal is to preserve ALS resources in rural areas when patients only require BLS level care and transport.

D. Existing Air Ambulance Providers and CCT

CALSTAR and REACH currently provide helicopter EMS (HEMS) services within the County, both 9-1-1 and interfacility. They are the primary providers of CCT service. When a patient's needs exceed the ALS scope of practice and HEMS is unavailable (e.g., weather, aircraft maintenance), hospital emergency departments are sending a staff nurse with a ground ambulance due to the lack of ground CCT ambulance service. This reduces the nursing resources at the hospitals. A potential partnership opportunity is a hybrid air/ground ambulance crew to transport patients to a higher level of hospital care while not depleting resources from the area hospitals. This opportunity has the potential to improve patient care and outcomes through more timely transfers to trauma, STEMI, and stroke receiving hospitals. Proposers are encouraged to develop any type of general partnership with air providers that benefits the residents and visitors of the County.

E. Community Health Centers

In the communities of Boonville, Laytonville, and Covelo, there are health centers providing primary and urgent care. Proposers are encouraged to discuss joint staffing models to optimize and subsidize the paramedic resource when not responding and transporting patients.

4.3 EMS Run Data

See Attachment 2 for EMS data from the providers. No data was available for Zone 9. CAD data is available from the County contracted dispatch (2010-2016) and Ukiah Fire dispatch (12/2010-2/2013). There has been no independent validation of this data. Proposers are encouraged to use their own means to analyze the information to determine response and transport volumes. The County does not guarantee any number of responses or transports.

4.4 Level of Care

The exclusive Contract holder will provide BLS, ALS, and CCT level of care for all requests for emergency, urgent and scheduled ground emergency ambulance service as well as special event ambulance stand-by originating within the EOA. Only ALS level of care will be acceptable for 9-1-1/emergency requests for service unless the dispatch center has properly completed emergency medical dispatch process and determined that the call can be handled by BLS level of care, which is defined by the LEMSA Medical Director. It is estimated that 15-25 percent of 9-1-1 ambulance requests can be dispatched at the BLS level.

4.5 Response Time Zones and Standards

A. General

It is the Proposer's sole responsibility to be familiar with the geographic considerations and response-time zones comprising this solicitation. Response times shall be calculated from the moment the Contractor receives the call from dispatch, until the time the Contractor arrives on the scene with a fully functional and staffed ambulance appropriate for the service level (i.e., BLS or ALS) based on LEMSA policies for dispatch priority determinant. All response times are measured in seconds, not whole minutes. All ambulance dispatch services and times will be documented under strict procedures set by the LEMSA.

The County and LEMSA are interested in providing prompt, effective emergency ambulance services at a reasonable cost to the consumer. Any enhanced services above the standard of this RFP, while not encouraged, must include a separate cost estimate. However, clinical and response-time performance will not be sacrificed for economy.

Service to the EOA must be at or above the level of service as defined in this RFP. Service must include primary response, backup, and move-up-and-cover plans that clearly define timely emergency ambulance coverage. Oversight will be provided by the LEMSA and the County.

B. Response-Time Zones

Response time requirements vary depending upon the response-time zone to which the ambulance provider must respond. There are three (3) response time compliance zones in the County EOA. The County is divided into public land survey (PLS) grids, and each grid has been assigned a response time requirement based upon underlying population density, proximity to urban areas and other factors. For a map of the compliance zones, please see Attachment 2.

These maps are based on ambulance industry standards for defining such zones and may be changed by the LEMSA from time to time as population, road access, effective contract monitoring, and other relevant conditions change. No response-time amendments will be made without giving notice to, and opportunity for, consultation to the Contractor, fire departments/districts, cities, and other interested parties and organizations in the affected area of the exclusive zone. The LEMSA will establish a

procedure for making such changes that provides for such notice, comment, and input to be achieved.

In addition to the compliance zone evaluation, the LEMSA will periodically review population densities, single communities and response times in areas within the compliance zones and may request the Contractor alter its system status plan (SSP) to respond to needs of improved performance and adaptation to population trends. This alteration may also include adjusting the SSP to improve backup and move-up-and-cover ambulance coverage. Any changes will not impact the original manner and scope of this agreement. Contractor shall agree to negotiate in good faith with the LEMSA and revise its SSP as needed to improve performance to these communities, as determined by the LEMSA, Contractor shall also negotiate in good faith on the issue of any impact on contract terms these changes may have and include these in the negotiation process. Failure to negotiate in good faith regarding these potentially underserved areas may constitute a contract default.

C. Code-3 Calls (Emergency)

Contractor must provide 24-hour, 365-day per year coverage for all Code-3 requests for service for the term of the contract, as defined by approved medical dispatch protocols. Code-3, for purposes of this RFP, is defined as all requests receiving a response with lights and siren for presumed life-threatening emergency conditions. The Contractor must guarantee response times as specified below:

Urban: 90.00 percent of all calls in 11:59 minutes or less. Calls at or exceeding the maximum response time of 24:00 minutes will be subject to liquidated damages.

Suburban: 90.00 percent of all calls in 19:59 minutes or less. Calls at or exceeding the maximum response time of 40:00 minutes will be subject to liquidated damages.

Rural: 90.00 percent of all calls in 29:59 minutes or less. Calls at or exceeding the maximum response time of 60:00 minutes will be subject to liquidated damages.

Wilderness: Immediate dispatch and response and best effort to all requests.

Proposers should familiarize themselves with population densities, transportation corridors, and other factors so as to provide effective and prompt emergency ambulance service.

D. Code-2 Calls (Non-Emergency)

Contractor must provide 24-hour, 365-day per year coverage for all Code-2 requests, as defined by medical dispatch protocols. Code-2, for purposes of this RFP, is defined as any call that does not require lights and siren, but must have an immediate response due to a presumption of an urgent, but non-life-threatening, medical condition.

The Contractor must respond immediately to all Code-2 requests. The Contractor must guarantee response times for each calendar month, as follows:

- Urban: 90.00 percent of all calls in 17:59 minutes or less. Calls at or exceeding the maximum response time of 36:00 minutes will be subject to liquidated damages.
- Suburban: 90.00 percent of all calls in 29:59 minutes or less. Calls at or exceeding the maximum response time of 60:00 minutes will be subject to liquidated damages.
- Rural: 90.00 percent of all calls in 44:59 minutes or less. Calls at or exceeding the maximum response time of 90:00 minutes will be subject to liquidated damages.
- Wilderness: Immediate dispatch and response and best effort to all requests.

E. Healthcare Facility Calls

Contractor shall respond to hospital and healthcare facility requests for BLS or ALS interfacility transfer in the following manner and using the following definitions, consistent with EMS Policy No. 7013, "Interfacility Transfers."

- 1) Emergency Transfer – shall mean an emergency transfer by ambulance where immediate transfer may be requested when any delay in transferring the patient could result in placing the patient's health in immediate jeopardy. The transport provider retains a response-time requirement for these transfers just as they would for a Code 3 (emergency) 9-1-1 request to the facility's location. As these transfers may immediately remove an ambulance unit from the 9-1-1 system, facilities are expected to only request an emergency transfer when the patient's condition warrants such a response. It is understood that the requesting agency shall only request the emergency transfer such that the patient is prepared for transfer with all available transfer papers upon the arrival of the transfer unit.
- 2) Urgent Transfer – This should be requested when the patient's medical condition requires transport to a facility providing a higher level of care and is not considered to be in immediate jeopardy. These shall have a 59:59 minute response time requirement. Calls at or exceeding the maximum response time of 120:00 minutes will be subject to liquidated damages.
- 3) Pre-arranged Transfer – shall be a pre-arranged transfer for a medically stable patient. The timeliness of this type of transfer would have no foreseeable bearing on the patient's medical condition. Arrival should occur within 15 minutes of scheduled time.
- 4) Critical Care Transfer – When the level of service required exceeds ALS, the Contractor agrees to work with the hospital to supply a nurse on board the Contractor ambulance and return the nurse upon completion of the transport. When possible, partnerships with other nurse providers, such as air ambulance services, may provide this level of service without requiring a hospital nurse.

The successful Proposer is expected to maintain sufficient ambulance staffing to meet the needs of emergency, urgent, pre-arranged and critical care transfers with at least ninety percent (90.00%) compliance. Non-compliance with these standards for hospital response shall be forwarded to the LEMSA and County for review and recommendation.

**Mendocino LEMSA
Response Time Requirements Summary
(in minutes)**

Area	Code 3 (Emergency)		Code 2 (Non-Emergency)		Urgent Transfer	
	Standard	Outlier	Standard	Outlier	Standard	Outlier
Urban	90% \leq 11:59	> 24:00	90% < 17:59	> 36:00	90% \leq 59:59	\geq 120:00
Suburban	90% \leq 19:59	> 40:00	90% < 29:59	> 60:00		
Rural	90% \leq 29:59	> 60:00	90% \leq 44:59	> 90:00		
Wilderness	Best Effort and Immediate Dispatch & Response		Best Effort and Immediate Dispatch & Response			

Table 1

F. Online Compliance Utility

The LEMSA has selected FirstWatch/PASS to administer the response time compliance for this Contract. The goal is to automate as much of the compliance process as possible and minimize the workload on the LEMSA and Contractor. The cost of the online compliance utility (OCU) is included within the annual oversight and information technology costs due to the COUNTY on behalf of the LEMSA. Proposers shall agree to work with FirstWatch/PASS and the LEMSA to automate as much of the response time compliance process as well as other features offered by this OCU.

4.6 Dispatch Services

Contractor shall coordinate services with County's contracted dispatch center (currently CAL FIRE Howard Forest ECC [HFECC]). The center shall dispatch all ambulance requests for service as well as execute the provided SSP from the Contractor. Successful Proposer shall reimburse the County for the cost of ambulance dispatch assessed quarterly. Costs may increase annually based on the cost of dispatch operations and by no more than the applicable Consumer Price Index (CPI). The annualized cost for dispatching services during the first year is estimated at \$60,000. This is subject to change based on further analysis of actual dispatch provider cost.

4.7 Performance Standards

Performance standards may be adjusted by the LEMSA through the course of the Contract consistent with the modifications in EMS operational and medical standards which are developed by the LEMSA. The Contractor shall be notified with 60 days advance notice of the effective date of the change and shall define the contract impact within 30 days of initiation.

A. Liquidated Damages: Code-2 and Code-3 Calls

Contractor shall not refer exclusive Contract calls to another agency unless it is part of an approved mutual aid plan submitted by the Contractor and approved by the LEMSA with its proposal or subsequently offered and approved. Appropriate referral to air medical services is exempted from such requirement. Use of mutual aid from any source during

disaster response is also exempted from this requirement. A Subcontractor is not considered a referral or use of mutual aid.

Each period in which the Contractor fails to meet the 90.00 percent standard, within any compliance zone the Contractor shall pay to the LEMSA a \$250 financial liquidated damage for each one-tenth (1/10) of a percentage point by which the Contractor's performance falls short of the 90 percent standard. Each period in which the Contractor fails to meet the applicable response-time requirements, the LEMSA will review the Contractor's SSP, unit-hour of production capacities, and/or other factors to determine the causes of non-compliance.

All areas have a maximum specified response time. Every call where the ambulance fails to arrive within the maximum specified time is an outlier call. The liquidated damage for each outlier is \$500 per occurrence.

Exclusive Contract calls referred to a non-contracted agency will be considered an outlier for calculating compliance. Repeated failure to meet the standards may result in breach of contract.

Table 2 provides a breakdown for the compliance period per zone.

Existing Zone	New Zone	Description	Compliance Period
1, 2, 3	North	Piercy, Leggett, Laytonville, Covelo	Annual
5, 8, 9	South	Ukiah, Willits, Anderson Valley, Hopland	Semi-annual
-	IFT	Interfacility Transports	Semi-annual

Table 2

B. Upgrades, Downgrades, Canceled, and Incorrect Addresses

From time to time, special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance will be as follows:

- 1) Upgrades
If an assignment is upgraded prior to arrival of an ALS ambulance unit (e.g., from Code-2 to Code-3 response) on the scene, the Contractor's response time compliance and liquidated damages will be calculated based upon the Code-2 response time standard, assuming the initial priority was established correctly and in accordance with the priority dispatch system adopted by the LEMSA. If incorrectly prioritized initially, the more stringent standard will apply.
- 2) Downgrades
If, prior to an ambulance unit's arrival on scene, a call is downgraded; 1) by the 9-1-1/PSAP or 2) by any other person authorized by policy, compliance and liquidated damages will be determined as follows:
 - (a) If the time of downgrade occurs after the unit has exceeded the more stringent standard or maximum response time for the zone involved, the more stringent higher-priority standard or maximum will apply; or,
 - (b) If the time of downgrade occurs before the unit has exceeded the more stringent standard or maximum response time for the zone involved, the less stringent lower-priority standard or maximum will apply.

- 3) **Canceled Responses**
If a call is canceled prior to the ALS unit arrival on the scene, the Contractor's compliance and liquidated damages will be calculated based on the elapsed time from receipt of call to the time the call was canceled. However, if Contractor makes a request for mutual aid ambulance response as stipulated in this RFP, the Contractor may not cancel the mutual aid responder if the responding provider is closer to the call.
- 4) **Incorrect Addresses**
When the address (or approximate location for calls on a roadway) provided is incorrect through no fault of the Contractor, the response start time for compliance measurement will be the time when the correct address is given to the responding ambulance unit.

C. Quick Response Vehicles

Contractor may employ, at its discretion, a quick response vehicle (QRV) staffed with a paramedic and used to enhance the system response and assist BLS ambulances. QRV does not stop the ambulance response time clock.

D. Inter-Facility Transports

Contractor is expected to meet ninety (90.00) percent compliance on all emergency, urgent, pre-arranged and critical care transfers within the EOA. Repeated failure to meet the standards may result in breach of contract.

E. Exemption Requests

The LEMSA may grant exemptions to response-time performance requirements stated herein for declared multi-casualty incidents or other disaster situations. Such calls will be excluded when calculating performance compliance. In order to be eligible for such exemption, the Contractor shall notify the LEMSA within a reasonable amount of time of the occurrence.

The Contractor may apply to the LEMSA for an exemption to response-time compliance calculations in the following situations:

1. **Automatic Appeals**
 - (a) Upgrades and downgrades that are compliant are eligible for exemption.
 - (b) Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).
 - (c) Inaccurate address given by the reporting party. If inaccurate response information is the result of an error by the Contractor's personnel, the exemption will not be allowed.
 - (d) Multi-Casualty Incident (MCI) or locally declared disaster - The Contractor may apply for an exemption to response-time standards during MCIs or times of declared emergencies, locally or in a neighboring county, as defined by the Emergency Operations Procedures of the jurisdictions involved (e.g., city or County).

F. Other Response Time Issues

The Contractor will not be held responsible for response-time performance on an emergency response to a location outside the EOA. However, Contractor shall use its best efforts in responding to mutual aid calls. Responses to emergencies located outside the EOA will not be counted in the number of total calls used to determine monthly contract compliance.

For each response in which the Contractor's management or field staff fails to report the at-scene time, the next radio or electronic transmission will determine on-scene time.

Table 3 summarizes categories and liquidated damages listed in this RFP.

Mendocino County Summary of Liquidated Damages	
Category	Liquidated Damage
1. Compliance evaluation below standard	\$250/tenth of percentage point
2. Extended response time (i.e., outlier)	\$500/call

Table 3

4.8 System Status Plan

A System Status Plan (SSP), Posting Plan and the proposed maximum Unit Hour of Utilization (UHU) by units shall be developed by the Contractor, submitted to the LEMSA for approval and adhered to by the Contractor. Any changes to the SSP, Posting Plan and UHU shall be forwarded to the LEMSA for review and approval. The actual UHU shall be submitted to the LEMSA at least every six months. All resources to be used in this Contract for emergency ambulance service shall be included in this SSP. The SSP must have clearly identified backup ambulance plans including move-up-and-cover arrangements in sufficient detail to convince the LEMSA that backup ambulance coverage in a timely manner will be consistently available.

4.9 Mutual Aid/Standbys

The Contractor agrees to respond to all requests for mutual aid services. Should the delivery of mutual aid services to a neighboring jurisdiction become excessive (e.g., in excess of two percent of the calls for that zone absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the Contractor's resources for emergency calls, the Contractor shall inform the LEMSA. The LEMSA will then assess the situation and take appropriate steps as necessary to rectify the inequity.

Contractor agrees to provide standby services for working fires, hazardous materials incidents, law enforcement incidents, and other allied agency events with a high potential for injury. Contractor shall also participate in prevention events, disaster exercises, and other training to educate the public and prepare for multi-casualty incidents. There will be no charge for these services; however, the Contractor may charge for standby services at private events. The standby services shall be based on a Contractor's written policy that is subject to the LEMSA's approval and included in the response to this RFP.

4.10 Radio Equipment

Each Proposer will be responsible to install and maintain all radio equipment on the appropriate frequencies necessary to complete the Contract scope of work (e.g., field communications to/from the 9-1-1/PSAP dispatch, first responder agencies, and contiguous mutual aid agencies). The current system uses 13 UHF channels for hospital and 40 VHF channels for dispatch/fire communications as the primary frequencies. The County holds and maintains the license for

these frequencies. Currently, Motorola mobile and portable radios are primarily used by law enforcement and County Communications' staff finds the most reliable within the County. The fire services typically use Kenwood for mobile radios and either Kenwood, Bendix King, or Icom for portable radios.

4.11 Vehicle and Equipment Requirements

Proposers shall state and justify the minimum number of ambulance (both primary and reserve) vehicles believed to be necessary to fulfill this contract. All vehicles shall meet the standards of Title XIII, California Code of Regulations, as well as any LEMSA policies in effect at the time of original manufacture. No emergency vehicles utilized under the Contract for the purpose of patient response and transportation shall be operated once its mileage exceeds 300,000.

All vehicles used in the County EOA shall display a logo, text, and color in a manner and format defined by the LEMSA. Each vehicle shall have markings approved or designed by the LEMSA to include 9-1-1 emergency number advertising.

Contractor shall maintain preventative fleet maintenance records and adhere to an approved preventative fleet maintenance program for each vehicle. The maintenance program shall be submitted with the proposal. Each vehicle shall meet ambulance equipment standards of the State of California, and LEMSA. For a list of required equipment and supplies, please see LEMSA Policy 4004, "Minimum Authorized Equipment List." This shall include the specific equipment from EMSA policy #188.

4.12 Data Collection and Evaluation Requirements

The Contractor shall complete all forms and data reports required by the LEMSA, including field-assessment forms and standardized data requests and shall cooperate and participate in field research as requested including special medical and trauma studies. This includes using ImageTrend as the standard for data collection. LEMSA will provide software licenses at no cost; Contractor is responsible for compatible hardware to support software. The patient care report (PCR) with at least the critical elements (see LEMSA policy) completed shall be delivered electronically to the ED at the time of patient delivery at least 90 percent of the time during any three-month audited time period. PCRs shall be 100 percent completed and the data available for review by the receiving hospital and LEMSA clinical care coordinator within 24 hours during any three-month audited time period. Any exception to the above requirement must be approved by the LEMSA.

The County has established a health information exchange (HIE) project; however, it does not currently involve pre-hospital care. It is anticipated during the term of this Contract that the HIE project will incorporate pre-hospital data from ImageTrend, dispatch, and other sources. The Contractor will be required to participate as necessary to benefit pre-hospital care (e.g., access prior hospital discharge and disposition information) and the HIE project overall.

The Contractor will provide monthly operational dashboard reports. These reports, in a format approved by the LEMSA, will include incidents of unit breakdowns, calls referred to other agencies, unit hour utilization, PCR compliance, and other key performance indicators used to determine contract compliance. Additionally, the Contractor may be required to make reports to the LEMSA. These reports may vary from meeting to meeting depending on specific issues that need to be addressed.

4.13 Financial Requirements

The County expects Proposers to establish, in their responses to the RFP, that Proposers have a firm commitment to maintain:

1. sufficient financial capacity to commence all services listed in the RFP on or before the implementation date; and
2. sufficient financial resources to maintain all services for at least the primary Contract period of five (5) years.

It is incumbent upon the Proposer to include sufficient information within the proposal package to allow independent reviewers and County staff to determine that the Proposer:

- A. Understands and documents all costs associated with the Contract;
- B. Has documented all revenue sources; and
- C. Has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the contract.

All Contractor costs must be clearly defined and justified. Proposals that do not justify costs, in detail, and that do not meet the levels of independent verification of financial information requested, will not be submitted to the Evaluation Committee.

In addition to the financial documentation discussed, the County is requiring the submission of financial surety instruments (e.g., bonds, letters of credit) to act as non-liquidated damages for non-performance and assist the County with the costs of the selection of a temporary or new permanent contractor. Any legal limitation or inability to fully meet this standard must be disclosed in the proposal.

4.14 Fees for Service

The revenue premise for this RFP is a traditional fee-for-service system for ambulance calls. There is no general County subsidy offered as part of this procurement. It is also recognized that it may be in the best interest of the community to encourage other types of "at-risk" payment systems with local managed care programs and systems. Any existing contractual agreements or immediately anticipated arrangements, including membership programs, must be stipulated in the response to this RFP by the Proposer. As future opportunities develop, Contractor must assure that all such arrangements will be forwarded to the County and LEMSA to be evaluated as they are proposed by the Contractor before they are implemented so as to assure that the other ambulance call sources, which are not part of the Contract arrangement, are not subsidizing the benefiting managed care payer. These arrangements may be adjusted on a regular basis if the local population moves into managed care plans.

Upon award of a contract, the Contractor shall charge only the charges authorized by the Contract with the County. Adjustment to the charges may be authorized annually based on changes in the Consumer Price Index (CPI) All Urban Consumers, medical care commodities in west urban and/or other appropriate indexes reflecting increased costs of operations times 200 percent. Any increase above this must be approved by the Board of Supervisors. No rate adjustment will be considered for the first 12 months, except if additional services are required by the County. All other changes to the rate structure must be approved by the County as stipulated in this RFP based on substantial documentation of need. All documentation shall be provided based on a format required by the County.

Proposers may be allowed alternatives to traditional fee-for-service arrangements on a case by case basis as long as the Contractor is not shifting additional costs to other EOA patients or their payers. Any form of capitation agreement with managed care organizations must demonstrate to the County's satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third-party payers in the area.

A comprehensive EOA feasibility report was completed in July 2013 and is available on the County website. The two private providers currently serving the Zone 5 area provided payer mix information in that report as well as updated information in Attachment 2. Similar to the call volume data, the County has not independently validated the information and does not warrant any specific payer mix.

A. Public Funding Opportunities

There are new funding opportunities available to public agencies operating ambulance services – ground emergency medical transportation (GEMT) and inter-governmental transfer (IGT) funds related to Medi-Cal transports. The successful Proposer will be willing to partner and contract with the County as necessary to take advantage of these funding opportunities in order to benefit EMS system revenue. Any innovative approaches that Proposers have utilized in other markets to reach these funding streams should be described as well as any recommended approaches for The County to benefit.

4.15 First Responder/PSAP Training and Coordination

First responder agencies are an integral part of a quality EMS system and the Contractor will be expected to document its experience and future efforts to coordinate with first responder agencies. The Contractor must demonstrate its ability to integrate its service including educational support with existing first responder, PSAP, and allied agencies. Regular training programs provided by the Contractor and scheduled coordination meetings with these agencies are expected. Contractor must also agree to participate in training on Incident Command System (ICS) procedures and tactical care training related to multi-casualty incidents. All training shall be consistent with the LEMSA medical control policies, National Incident Management System (NIMS), and Standardized Emergency Management System (SEMS) requirements. Specific commitments with regard to this coordination and training must be provided in the response to the RFP.

The Proposer is encouraged to explore how it could further medical training through teaching emergency medical responder (EMR) and EMT classes at first responder agencies to fully utilize the Proposer's on-duty personnel, if located in lower volume areas.

The Contractor shall re-supply first responders with disposable supplies on a one-for-one basis for supplies used by the first response agency in the response. The Proposer may also propose a standardized supply and equipment list for all County providers to simplify restocking; if so, the proposal should describe the process utilized to accomplish the standardization.

4.16 Implementation Schedule and Requirements

The Proposer must be able to meet all minimum requirements of this RFP and do so within established deadlines. Please include a comprehensive plan to begin emergency ambulance service prior to the current implementation date.

4.17 Safety and Risk Program

Proposers shall provide a safety and risk management program which shall include, at a minimum:

- A. A safety manual that ensures compliance with CAL/OSHA requirements.
- B. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk, protect them from danger, and preserve them from loss.
- C. A training program for all managers and supervisors to ensure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.
- D. A person must be responsible for the safety and risk program and he/she must have received formal training on risk and loss issues.
- E. The safety and risk program starts in the employment application phase and must include the following:
 - (1) an employment physical exam; and
 - (2) physical capacity evaluation that is fair, nondiscriminatory, and commensurate with job requirements.
- F. An emergency vehicle operator-safety program that meets or exceeds any state or local requirements.
- G. A continuing education program for all employees on safety and health issues that is scheduled no less than bi-annually.
- H. Ongoing monitoring of driver license status on all personnel.

4.18 Legal Entity

The Proposer must be a single legal entity properly licensed to do business in the State of California.

4.19 License to Operate

Contractor shall also be required to reimburse the County and the LEMSA the annual cost of staff hours allotted for the coordination and oversight required as a result of the performance-based contract with Contractor and is intended to partially offset the cost to the LEMSA for oversight of the Contractor's operations. The annual cost shall also support FirstWatch/PASS and EMS information system services. The annual reimbursement for these costs for the proposed Contract is \$140,000 and subject to CPI increase annually thereafter.

Section 5: Information for Proposer

5.1 Request for Proposal Deadline

One (1) proposal and seven (7) identical copies of the proposal plus a PDF electronic file version (via CD or flash drive) shall be clearly marked with the Proposal Number and the Proposal Closing Date/Time on the outside of the shipping box and forwarded to:

Mendocino County Executive Office
Attn: Janelle Rau
501 Low Gap Road, Room 1010
Ukiah, CA 95482

All required documentation (e.g., financial) should also be submitted as an attached PDF file via CD or flash drive.

Any Proposer, who wishes its proposal to be considered, is responsible for making certain that the proposal is received in the Mendocino County Executive Office by the closing date.

Upon receipt, each proposal should be noted with a separately identifiable proposal number, the date and time of receipt. Proposals received prior to the time set for opening shall not be opened and will be secured in a locked receptacle. At 4:01pm, the response opening will occur at the Mendocino County Executive Office location noted above.

5.2 Proposer Conference (Mandatory)

A pre-proposal conference will be held to discuss all relevant issues associated with the RFP. **Attendance is required.** Each firm will be limited to not more than four (4) representatives in attendance. Proposers may attend via conference call. Call-in information will be provided prior to the date of the conference.

Questions about the RFP are encouraged to be submitted in writing prior to the Proposers Conference. Please submit written questions to the Mendocino County Executive Office via email, to rauja@mendocinocounty.org or by fax at (707) 463-5649 by March 8, 2019.

The Proposer Conference may be taped and answers will be provided in writing via addendum following the conference. Please contact the Mendocino County Executive Office at (707) 463-4441 for confirmation of your attendance. Oral answers at the conference will not be binding on the County.

The location, date and time will be as follows:

Location: Mendocino County Executive Office
Conference Room C
501 Low Gap Road
Ukiah, CA 95482
Date: March 15, 2019
Time: 10:00

5.3 Interpretation of Request for Proposal

The Proposer must carefully examine the specifications, terms, and conditions expressed in the RFP and become fully informed as to the requirements set forth therein.

If Proposers planning to submit a proposal find discrepancies or omissions in the RFP, or have any doubt as to the true meaning, they may submit questions and/or request in writing an interpretation or correction thereof with the deadline set in Section 3.4 for questions. This final deadline for all written questions is March 22, 2019, by 4:00 pm. No further questions, requests for clarification or objections to the RFP will be accepted or considered after this date. The Proposer may fax requests to (707) 463-5649, or e-mail/mail to:

Mendocino County Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attention: Janelle Rau
Email: rauja@mendocinocounty.org

Answers to submitted questions and any change in the RFP will be made only by written addendum, duly issued by the Mendocino County Executive Office to each firm in receipt of the Request for Proposal, prior to the mandatory letter of intent due date. The County will not be responsible for any other explanations or interpretations.

All inquiries shall be directed only to the designated County staff person shown above. Contact with any other County personnel by the Proposer, relating to this RFP, is prohibited. Failure to comply with this request may be considered cause for rejection of a proposal.

5.4 Mandatory Letter of Intent

Each Proposer shall provide a letter of intent, signed by the authorized representative of the proposing firm or entity who is legally authorized to contractually bind the entity or firm. This letter shall specifically affirm the Proposer's intent to participate in the RFP. Failure to provide this letter by the deadline set in Section 3.4 may be considered cause for rejection of a proposal. This final deadline for the letter of intent is April 8, 2019, by 4:00 pm.

The Proposer may fax to (707) 463-5649, or e-mail/mail to:

Mendocino County Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attention: Janelle Rau
Email: rauja@mendocinocounty.org

5.5 False or Misleading Statements

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

5.6 Investigation

The County reserves the right to continue its investigation of proposal after the Contract is awarded and throughout the term of the Contract. The furnishing of false or misleading information during the proposal process may constitute a breach of Contract.

5.7 Rules for Withdrawal or Revision of Proposals

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals, provided that the request for withdrawal or revision is in writing and executed by the Proposer's duly authorized representative. A request for withdrawal of a proposal must be filed with the Mendocino County Executive Office/Central Services Division before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Proposer to submit a new proposal, provided the Proposer can submit the new proposal by the deadline stated herein.

5.8 Subcontracting

Any Proposer using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Proposer will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Subcontracting, or other legal arrangements made by the Proposer are the sole responsibility of the Proposer. Any contract that is entered into between the selected Proposer and the Subcontractor(s) shall contain provisions for federal, state, and local access to the books, documents, records, and inspection of work. The LEMSA and the County shall review and approve any proposed subcontracts.

5.9 Confidentiality

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Proposer's proposal shall be held in the strictest confidence until the Contract is awarded and signed. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Proposer's proposal shall be kept confidential to the extent allowed by law unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision agreement or an evaluation of the proposal or it is subject to disclosure due to a Public Records Act request. A disclosure of such working papers or discussions by the Proposer may be a basis for rejecting the Proposer's proposal and ruling the Proposer ineligible for further participation.

5.10 Proposal Terms and Conditions

The proposal itself is only a reference point to the County's standard general terms and conditions and is not the legal document itself. Proposer agrees to incorporate by reference the County's solicited proposal, the Proposer's responding proposal and any other documentation deemed necessary by the County into any contract that may be derived from this RFP.

Any contract that may be developed as a result of this proposal will not become legally binding until it has been approved by the LEMSA and the County Board of Supervisors.

5.11 General Terms and Conditions – Contract Agreement

The successful Proposer will be required to enter into a final contract with the County, specifically identifying the scope of work as well as the County's general terms and conditions (sample

contract provided herein for Proposer's review). All Proposers shall familiarize themselves completely with the contents and requirements of the Contract.

Section 6: General Provisions and Assurances

6.1 General Information

- A. The County reserves the right to reject any or all proposals, to waive any informalities in the proposal and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not confined to price alone.
- B. Each proposal must include the firm's name, address, dated and signed by a corporate officer, partner of the company, or agent authorized by the organization.
- C. Each proposal must be submitted on such forms provided herein (if provided in the proposal), and must be placed in a sealed envelope or carton with the proposal number and closing date visibly displayed on the outside. Proposals received after this deadline will be rejected regardless of postmark date.
- D. All proposals shall remain firm for at least 120 days after proposal closing date. The County reserves the right to withhold an award of the proposal for a period of 90 days from date of closing.
- E. All proposals and accompanying documentation submitted by the Proposers become the property of the County and will not be returned. Evaluation shall be based on the material contained in the proposal. Proposers are instructed to disregard any prospective oral representations they may have received prior to the solicitation of the proposal.
- F. The cost for developing and preparing the proposal is solely the responsibility of the Proposer whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.
- G. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

6.2 Proposal Confidentiality

All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Proposers during the evaluation process.

6.3 Public Disclosure

All public records of the County are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the awarded Proposer and the County Board of Supervisors have signed the Contract. The working documents, evaluation tools and notes of the Proposal Evaluation Committee are not retained and, therefore, are not available through a Public Records Act request.

In the event that an unsuccessful Proposer files an official request to view the awarded Proposer's proposal, the County must comply with the appropriate public disclosure procedures.

6.4 Qualifications of Proposer

The County may make such investigation as it deems necessary to determine the ability of the Proposer to provide the services requested herein, and the Proposer shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any proposal should the evidence submitted by, or investigation of, the Proposer reveals that such Proposer is not properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein. Examples include, but not limited to: falsification/exaggeration of qualifications, lack of financial solvency, inability to fund startup costs, lack of insurance coverage, etc.

6.5 Disqualification of Proposer

A Proposer may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

1. Proof of collusion among Proposers, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Proposer.
2. The Proposer's lack of responsibility, performance, and cooperation as discovered through reference checks and investigations.
3. The Proposer being in arrears on existing contracts with the County or having defaulted on previous contracts.
4. The Proposer's delivery of its proposal after the deadline specified in the proposal.
5. Incomplete information or missing documents as required in the proposal.
6. Lack of attendance, by phone or in-person, at the Proposer Conference.

6.6 Integrity of Expenditure

The Proposer assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct, if awarded any Contract that may result from this proposal.

6.7 Gratuities

Neither the Proposer nor any person, firm, or corporation employed by the Proposer shall give, directly, or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, neither during the proposal process nor during the performance of any contract period resulting from this proposal.

6.8 Conflict of Interest

The Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. The Proposer further covenants that if awarded a Contract resulting from this proposal, no person having any such interest is presently employed or shall be employed in the future.

6.9 Laws and Health Insurance Portability and Accountability Act (HIPAA)

Contractor shall comply with all applicable federal, state and local laws, rules, and regulations ("Laws") that are in effect at the inception of any Contract generated as a result of this proposal and that become effective during the term of such Contract, including without limitations HIPAA (42 USC sections 1320d et. Seq.) The parties shall execute any amendments necessary to implement such laws.

6.10 OSHA Requirements

All material, equipment, or labor submitted under this proposal by Proposer shall meet the required standards of OSHA 1970 and CA-OSHA 1973 as last revised. Proposer warrants that the described material, equipment, or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

6.11 Environmental Protection

The Proposer awarded the Contract resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agencies.

6.12 Drug Free Work Place

The awarded Proposer must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

6.13 Legal Considerations

Any Proposer, by submission of a response to this proposal, shall be deemed to have agreed to be bound by applicable sections of Title 41, United States Code (USC), and the laws of the State of California and the ordinances of the County. Any legal proceedings against the County or any state or federal agency regarding this proposal or any resultant contract shall be brought in the California courts.

Section 7: Special Provisions

7.1 Insurance and Taxes

The successful Proposer shall obtain and maintain in full force and effect throughout the term of the Contract, such insurances as set forth herein. The successful Proposer shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. The successful Proposer shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein. The insurance carrier shall be required to give County notice of termination at least 30 days prior to the intended termination of any specified policy. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$10,000 without the express written permission of the County. If Contractor has a self-insurance retention (SIR), Contractor shall be required to provide the entire policy of insurance with which it has a SIR.

The successful Proposer shall provide Certificates of Insurance and endorsements for the following types of insurance, and policies and declarations as requested by the County, evidencing such coverage to LEMSA, with a copy to the County CEO, before the commencement of any work under this Contract.

- A. Commercial General Liability for limits not less than one million dollars (\$1,000,000) combined single limit for bodily injury, personal injury, and property damage for each occurrence and three million dollars (\$3,000,000.00) general aggregate. The policy shall be endorsed with the following specific language or contain equivalent language within the policy:

"Mendocino County their officers, agents, employees and volunteers are named as additional insured using form CG 2026 or equivalent broad form, for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract."

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply 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 entity's liability."

"The insurance provided herein is primary coverage to Mendocino County with respect to any insurance or self-insurance programs maintained by the County."

- B. Automobile Liability covering the type of vehicle operated under this proposal for limits not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage for each occurrence, which may be satisfied through plus excess and/or umbrella liability insurance. Coverage shall include owned, non-owned, and hired automobiles.

The County and its officers, employees and agents shall be endorsed to above policy(ies) as Additional Insured using form CG 2026 or equivalent broad form, for such liability as may be incurred in the performance of any Contract resulting from this proposal.

- C. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of one million dollars (\$1,000,000) per occurrence. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
- D. Medical Malpractice-Professional Liability for all applicable activities of the Contractor arising out of or in connection with this Contract for limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering Contractor's wrongful acts, errors, and omissions. The limits of this policy apply separately to this Contract. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract and shall maintain tail insurance in effect for not less than two (2) years following completion of performance of this Contract.
- E. The County requires insurance carriers to maintain during the Contract term, a Best Key Rating of A: VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- F. Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful Proposer to furnish insurance during the term of any Contract resulting from this proposal. The insurance requirements and limits of the insurance provisions of this Contract shall not be construed to limit any liability of the Contractor.
- G. Required to Maintain Coverage: If the Contractor fails to maintain any of the insurance coverage required herein, County may 1) order the Contractor to stop the work, 2) declare the Contractor in breach, 3) suspend or terminate the Contract, 4) assess liquidated damages as defined herein, or 5) may purchase replacement insurance or pay premiums due on existing policies. County may collect any replacement insurance costs or premium payments made from the Contractor deduct the amount paid from any sums due the Contractor under this Contract.

7.2 Performance Security Provisions

- A. Contractor shall furnish, within 14 days of Contract execution, performance security in an amount of one million dollars (\$1,000,000) in any of the following forms. The performance bond shall be considered liquidated damages in the event of contract default. Performance security options are:
 - 1) Performance Bond
A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon determination by the County that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County.

- 2) Irrevocable Letter of Credit
An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County.
 - 3) Cash Deposit
Cash which must be deposited with an escrow holder acceptable to the County and subject to an escrow agreement approved by the County. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the Contractor.
 - 4) Combination of the Above
A combination of the above must be acceptable to the County.
- B. Whatever form of performance security is selected by the Proposer, the proposal shall indicate the form selected, and shall include full and detailed documentation of Proposer's ability to provide such security.

Any performance bond furnished by Contractor in fulfillment of the requirements of this Contract for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon 30 days advance written notice to the County. Not later than 20 days following the commencement of the 30-day notice period, Contractor shall provide to the County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided for. Failure to meet the bonding requirements after cancellation of a bond shall constitute a material breach of contract. The performance security may be adjusted annually on the contract anniversary date (July 1) based on the change in the Consumer Price Index for the category of Urban Consumer, Mendocino County, over the 12-month period beginning April 1 and ending March 31 immediately preceding the adjustment date.

Failure of the successful Proposer to meet these performance security requirements after the successful Proposer has been selected, and prior to contract start date, shall result in forfeiture of the award.

Section 8: Submitting Proposal and Content Requirements

8.1 General Information

This section describes the required proposal format and content. The proposal should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the proposal should be contained in a section entitled "Optional Exhibits and Attachments."

Each Proposer shall submit a complete proposal, along with requested copies, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of the proposal.

Proposals must be complete in all aspects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A proposal

may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.

Proposals must be clearly marked as stated herein and must be received by the date and time specified. **Proposals not received by the closing date and time and at the location specified will be rejected.** Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not so rejected, the original proposal will provide the basis for resolving such discrepancies.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document.

Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete, and consistent with the proposal content requirements.

8.2 Number of Copies to be Submitted

Please submit **one (1) original proposal** to be signed in blue ink where required (original proposal must be marked as such) and **seven (7) identical copies** of the proposal so there will be a sufficient number to distribute to the Proposal Evaluation Committee members and CEO. In addition to the hard copies required above, each Proposer shall also provide an electronic copy of the proposal, in its entirety, in Adobe Acrobat format (i.e., PDF) via CD or flash drive.

8.3 Proposal Format

The proposal must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Proposals that do not conform to this format may not be considered for evaluation. Proposals must be typewritten and submitted on standard 8½" by 11" paper. Double-sided pages are encouraged. Each page must be clearly and consecutively numbered. All proposals must be submitted in the name of the legal entity or authorized agency. Proposals must include the signature page, signed by a corporate officer, partner of the company, or agent authorized by the organization, and the signature sheets committing the organization to the specifications of the proposal must appear immediately following the cover letter.

Upon approval by the County Board of Supervisors, a Contract will be developed for the proposal and will become legally binding upon the signature by the Chairperson of the County Board of Supervisors and the authorized official of the selected Proposer's corporation or company.

8.4 Proposal Content

To ensure that comparison of proposals is fair and complete, all proposals shall employ the format described in this section, be tabbed, and included in three-ring binders. Proposals are limited to 200 pages and 200 pages for appendices (i.e., 200 single-sided or 100 double-sided pages each). All appendices shall be included in a separate three-ring binder.

A. Required Table of Contents

Each proposal shall be structured to incorporate a table of contents which shall clearly indicate where each required section is located. Any information which does not fit logically into one of these labeled sections shall be appended to the proposal. Items such

as charts, policies, and plans are encouraged to be placed in an appendix. All proposals shall include page numbers and have major sections tabbed.

B. Detailed Description of Proposal Sections

Each of the sections in the table of contents is described below. It is the intent of this procurement to preserve or improve upon the current pre-hospital system in every category of service, and to meet or, where possible, improve the quality of service. Thus, Proposer shall describe Proposer's capabilities and agree to meet or exceed minimum service requirements. Failure to accept LEMSA and County's minimum-service requirements in any service category may be grounds for automatic disqualification. While additional commitments are not encouraged, all additional commitments, if offered, shall be separately stated within each section, and the costs associated therein shall be separately identified.

1) Cover Letter

Each proposal shall have a cover letter, signed by the authorized representative of the proposing firm or entity, who is legally authorized to contractually bind the entity or firm. This letter shall specifically affirm the Proposer's full understanding and acceptance of all terms set forth in the RFP including the financial projections in the Proposer's proposal. This letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must further state that the firm or entity has not violated any conflict of interest statutes or ordinances. The letter must state that the proposal is a firm and binding offer to perform the services stated under the conditions specified in the proposal. The letter shall also include the number of years that the Proposer has been in business under the present business name as well as any related business names and describe any financial interests in any other related businesses. Failure to provide this letter will cause the proposal to be considered non-responsive.

Proposer shall ensure the placement of all signature sheets and forms required by the RFP in a section titled "Signature Sheets" to immediately follow the cover letter.

2) Executive Summary

Each proposal shall have an executive summary that describes, in summary form, the Proposer's general approach to providing the services required by this RFP that addresses the essential elements in the proposal. The executive summary shall not exceed 10 pages in length.

Proposer's Credentials, Experience Local Management Team

The following questions and/or requirements must be answered in the order and format requested.

- 1) Name and address of organization.
- 2) Name of organization's liaison for the procurement. All questions and correspondence will be directed to this person.
- 3) Type of organization or legal entity (e.g., sole proprietor, partnership, corporation) and the state under whose laws the entity is formed.

- 4) Names and addresses and share of ownership of all owners, shareholders, directors, officers, and corporate linkages of the organization or entity. Include all DBAs. An organizational chart listing all entities and owners must be provided. If the Proposer is a corporation with 30 or more shareholders, provide title, names, and addresses of directors and officers only, and indicate share of ownership held by these individuals.
- 5) Provide names and affiliations of all other corporations or entities potentially providing services to this Contract.
- 6) List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
- 7) Brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations. List all financial interests of the organization or parent organization in other related businesses above \$75,000.
- 8) Provide a narrative description of ambulance services and related services currently provided by the organization.
- 9) Describe the organization's experience in providing ALS-level emergency ambulance service under a performance-based contract serving an area with service conditions similar to those of the County (e.g., geo-demographics, payer mix).
- 10) The Proposer and each of its partners or shareholders must provide letters from any EMS regulatory agencies (maximum of five where it operates at the credentialing level) that provides a report of compliance with their standards, including response-time requirements, if measured by the agency, for the last two years.
- 11) List at least three hospitals and three public safety agencies (e.g., fire departments, law enforcement agencies) with which the organization has worked within any 911 operation during the past year and which shall serve as references.
- 12) Describe contracts with counties similar to Mendocino entered into during the past five years regarding ALS/BLS pre-hospital delivery of services showing year, type of services (e.g., 9-1-1, interfacility, combined), location, name and address of contracting agency.
- 13) Provide details, if any, of any failure, default, problems, or refusal to complete a contract by the organization.
- 14) Explain any litigation (pending or closed) involving the organization or any principal officers thereof, in connection with any performance or service. Explain any medical malpractice suits with a dollar loss (list the actual circumstances, conclusions and dollar loss) for the last 10 years.

- 15) List accident rate per vehicle and per 100,000 miles driven for the past three years for the organization and its affiliates.
- 16) List any commitments and potential commitments which would impact assets, lines of credit, guarantor letters, or otherwise affect the organization's ability to perform the contract if awarded.
- 17) References: Include no more than five letters of reference specifically related to the organization's current and existing:
 - a) Agreements and contracts
 - b) Clinical performance as an ALS contractor
 - c) Quality assurance/improvement program effectiveness
 - d) Response-time performance
 - e) Vehicle maintenance and replacement program
 - f) Relationships with first responder agencies
 - g) Organization's local and/or national reputation as a contractor of ALS service
 - h) Relationship with labor organizations

Note: Letters of reference must include the following:

- a) Be signed and dated by the author.
- b) Fully disclose any direct or indirect business or financial relationship between the author or organization and the Proposer.
- c) Describe the extent to which the author/organization is familiar with the Proposer and the Proposer's work/performance.

Note: Letters of reference will not be supplied by or considered from the County staff members. All auto collision rates and lawsuits must indicate corporate wide experience as well as experience for the California area, if applicable.

- 18) List planned number of employees for this contract using the format below (use separate charts for current and planned):

Category	Full Time	Part Time	Total
Management			
Accounting/Billing			
Field Supervisors			
EMT-Paramedic			
EMT			
CQI Staff			
All Others			
Total			

Proposers shall define their use of "full time" and "part time." "Management" personnel shall include personnel who are scheduled for less than 25 percent of their time in the field.

- 19) Using the format below, document the number of ambulance responses/transportations conducted by the organization in any contract or exclusive area with a similar performance expectation, population, geographical area or transport volume during the past 12 months. Identify each contract and exclusive area served on a separate chart (maximum of five separate jurisdictions).

Call Type	Responses	Transports
9-1-1 Code 3		
9-1-1 Code 2		
9-1-1 Backup/Mutual Aid		
Interfacility		

- 20) Provide annual turnover rates by category of personnel, define "turnover," and how it is calculated.
- 21) Provide supporting documentation to demonstrate existing capabilities to furnish service which is similar to that required under this procurement.
- 22) List and state current status and/or outcomes of any current or pending criminal cases or investigations against any officer or manager of Proposer.
- 23) List and state the current status and/or outcomes of any criminal or civil cases or investigations for Medicare/Medicaid statute or contract violations involving the Proposer and/or its personnel for the past 10 years in all corporate operations.
- 24) List and state the status and/or outcomes of any investigations for affirmative action violations involving the Proposer and its personnel.

(c) Criteria for Evaluation of Proposer's Credentials, Experience and Local Management Team

Proposals will be evaluated based on the extent to which the organization as a whole (or in the case of a new entity, the agency, or its constituent organizations) has the experience described below. The proposals will also be evaluated based on the extent that the Proposer's key corporate and local management personnel (which may include general partners, directors, officers, and principal management personnel) possess this experience or have participated in the acquisition of this experience as management personnel. The criteria set forth below describe the desired minimum experience. Each proposal must describe how and to what extent the organization and its key management personnel meet or exceed these criteria.

- 1) On-Site Key Personnel, Organization and Management Description
Minimum: Include job descriptions and resumes of the on-site and off-site management team that will oversee operations, quality, training, vehicle maintenance, and manager of administrative services (e.g., data processing, billing and collections) involved in the provision of services to this EOA. Specify which key personnel listed above will be on-site (i.e., in Mendocino County) vs. off-site, if applicable. Provide names and qualifications of field supervisory staff to be assigned to the contract, if

awarded. The qualifications of the key personnel are a significant consideration for review of this section.

- 2) Criteria for Evaluating Proposer's Credentials - Please respond to each section below with detailed information regarding experience and/or compliance with each element.
- a) Experience as an ALS ambulance service provider to populations over 40,000 residents or equivalent experience in a single contiguous area. The contiguous area may be made up of multiple political jurisdictions which may include multiple cities, counties, states, or other jurisdictions.
 - b) Historical experience with response-time standards in a rural area with small to moderate-sized population centers separated by sparsely populated unincorporated areas. The population may be located in multiple political jurisdictions which may include cities, counties, states or other jurisdictions.
 - c) Experience providing 9-1-1 ambulance service or first response at the ALS level in a contiguous area totaling at least 600 unit hours per week.
 - d) Ability to provide a high level of clinical performance as measured by past performance at or above the level of staffing and experience as required in this RFP.
 - e) Financial strength, stability, and reputation.
 - f) Expertise in system management, vehicle maintenance, and billing/accounts receivable management.
 - g) Ability to provide a high level of ambulance resource management performance.
 - h) Commitment to maintaining quality personnel.

(d) Compensation Package and Working Conditions

The County encourages Proposers to demonstrate how their wages, benefits, shift schedules, and expected productivity will attract and retain experienced personnel, especially existing employed paramedics and EMTs, in the County. Please include a proposed wage and benefit package designed to encourage personnel to remain within the EMS system to reduce the turnover rate and to meet all applicable state and federal laws (e.g., Fair Labor Standards Act).

Proposers must submit their turnover and vacancy rates for the past three years for all categories of personnel and the salary levels (current and proposed) for entry, middle, and top levels for all personnel.

Note: Wages and benefits are significant areas of review for this RFP. At a minimum, the Proposer shall provide a specific personnel plan which compensates personnel commensurate with area expectations and which produces low attrition. Wages should be structured so as to recognize

multi-cultural capability commensurate with the needs of the County. The Contractor shall supply multi-cultural sensitivity training to its employees.

(e) **Incumbent Work Force**
Proposers should note that the handling of the incumbent workforce is a significant factor in the rating of proposals.

A preference to currently employed EMTs and paramedics in the County shall be given by Proposers. Proposers shall provide specific plans to address this effort in their proposal.

Proposer is required to make and document its best efforts to afford job opportunities to members of the incumbent work force who are interested in employment in the new EMS system. As this subject is an important aspect of the analysis of proposals, plans for a smooth transition of the work force must be detailed.

1) Workforce Diversity

All Proposers must submit evidence that there is a plan in place consistent with currently applicable federal, state, and local laws and regulations, to promote diversity of personnel in the organization, including methods for meeting this need and the timelines anticipated. Diversity in this context includes establishing opportunities for women and minority personnel.

2) Workload Management and Scheduling Practices

The Proposer shall normally schedule so as to provide staff at least eight hours of rest between regularly scheduled shifts. The successful Proposer shall have and enforce an operational policy to ensure on-duty staff is rested and response ready at all times, regardless of shift length and/or work schedule. Policies shall include a mechanism for on-duty staff to be relieved from response duties if fatigued.

3) Training Programs

Minimum: Furnish, in-house or by approved subcontract, an in-service training program plan which will allow field personnel to meet the State of California recertification, or licensing requirements. Cooperate with the current LEMSA and County continuing education program.

(f) Response-Time Commitment

Describe how you will meet the response-time performance standards set forth in this RFP. Outlier and zone non-performance payments shall be in accordance with the provisions set forth in this RFP.

The Proposer's plan for the location and housing of field staff and units for meeting response-time performance shall be included in the proposal. The Initial SSP shall include the number of units on duty by hour and day, the post locations used, the priority of post locations, move up triggers, and the rationale for the SSP.

Minimum: Requirements for response time performance on calls originating within the EOA are set forth herein and shall be used as the basis for preparation of this section.

(g) Fiscal Strength

Describe your company's fiscal strength highlighting features of the financial documents provided as required as well as other aspects that would allow evaluation of fiscal viability to initiate, operate, and sustain this Contract.

(h) Cost and Revenue Forecasts

All costs and all revenue sources must be clearly listed and assumptions documented. Since cost and revenue projections will be compared among all Proposers, the County and the LEMSA require that information be provided in the format and with the level of completeness and detail specified herein.

The County and the LEMSA requires all Proposers to present detailed costs by budget category to demonstrate clearly the costs and costing assumptions (by line item) to determine charge and charge assumptions. Actual costs must be provided by line item and then broken down on a per-call basis so that the LEMSA and the County may clearly determine the cost impact per call on all costing assumptions. Costs and proposed charges for alternative performance standard plans and any other alternative plan shall be specified separately.

All revenue sources must likewise be fully described. The LEMSA assumes that patient care fees will be a major component of Contract financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided in this RFP, and must be consistent with volume-related cost projections. Proposers must identify all other revenue sources supporting their proposed budget and must explain how these revenue sources will change as a result of this commitment.

Minimum: The proposal must describe and document all costs and cost estimates necessary for providing services required by the Contract separating out costs and charges for alternatives.

Proposers must describe all revenue sources (direct and in-kind) and document working capital needs and sources for the startup of this Contract and/or any changes anticipated for this Contract plus any sponsoring organization's commitment to Contract financing (if any) and the legal authority to continue this commitment throughout the term of the Contract.

Important: Proposals shall submit charge data broken down on a call basis using a spreadsheet format to show stepping down of all costs to a per-call basis.

(i) Other Financial Statements and Budget

In addition to the budget, a complete set of financial statements shall be provided. Three (most recent) consecutive years of financial statements shall be provided, of which one year shall be a fully audited financial statement and shall include all accountant's footnotes, if provided with the original audit. The remaining two years of financial statements shall be reviewed statements, as defined by the American Institute of Certified Public Accounts (AICPA). If the Proposer does not have a fully audited financial statement, conducted within the past three years, they may submit a reviewed statement in its place. Note: Reviewed statements, in lieu of an audited statement, shall be subject to the limited interpretation that the statements offer. All financial documents must include the following:

- 1) Current financial status
 - a) Balance sheets;
 - b) Profit and loss statements, statements of revenues and expenditures;
 - c) Statement of changes in financial position;
 - d) Aged accounts receivable for ambulance revenues, and for other revenues expected to support ambulance services (if available);
 - e) Listing of any loans to officers (business, personal, or both, etc.);
 - f) Any lines of credit over \$75,000, with maturity, interest, annual payments identifying source and contact address;
 - g) Brief description of accounting, billing and payroll systems;
 - h) Brief description of any federal or state tax liabilities other than current payroll obligations;
 - i) Documentation of net worth of the entity submitting the proposal and the form (i.e. liquid and non-liquid);
 - j) Funding for contingency;
 - k) Full cost allocation for risk management, insurance, human resources, startup for legal; and
 - l) Cash-flow statement for the first six months of operation with detailed cost and revenue sources.

All Proposers should be aware that the documents requested will serve to confirm the soundness of their current financial positions. The County and

LEMSA's intent is to award the Contract only to an organization demonstrating the financial capability to operate successfully. All financial information contained in the proposal shall be considered confidential and proprietary to the Proposer and only released as may be required by law. Proposers should submit all required financial information in a separate, sealed envelope clearly marked with the RFP Section numbers that the Proposer is responding to, and clearly mark the envelope "Confidential and Proprietary."

2) Financing

a) Capital Financing

Proposer shall demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations required by this Contract. It is the Proposer's responsibility to conclusively document the source, the availability of the capital, and the firm commitment of the source or sponsoring agency, as appropriate.

b) Rate Adjustment

During the term of the Contract, the Contractor may be allowed opportunities for rate adjustments, based on the Bay Area Consumer Price Index, and/or other appropriate indexes reflecting increased costs of operations, as approved by the LEMSA and County. The Contractor may propose rate changes to the County no more frequently than annually unless the Contractor can demonstrate to the satisfaction of the LEMSA and County that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Contractor, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the Contract.

If a Contract extension is approved, the rate of reimbursement for additional terms under the Contract may be negotiated with the Contractor based on the following:

- a) Actual expenditures by the Contractor, as documented during the first contract term and approved by the awarding agency.
- b) Changes in state program requirements.
- c) Other reasonable costs or increases in cost over which the Contractor has no control.

The LEMSA and County shall assure, by audit if necessary, that all cost increases are reasonable and necessary to the continuation of the Contract.

3) Other Financial Information

Submit any other financial information that the Proposer considers relevant.

(j) Equipment Maintenance and Management

Please provide a detailed description, including brand names, the major equipment items to be furnished, and the scheduled replacement policies related to each class of equipment. In addition, stipulate the policy which shall govern, throughout the term of the Contract, fleet size as a percentage of maximum scheduled peak-load unit coverage requirements for the EOA. The overall fleet and management program shall be fully described such that the Evaluation Committee may ascertain the caliber and capability of the maintenance and equipment management program.

(k) Billing / Collection Program and Data Integration

Describe your data processing, billing, collection, and accounts receivable management system. Provide copies of all current, applicable policies.

Minimum:

- 1) System shall generate and electronically bill Medicare and Medi-Cal statements.
- 2) System shall be HIPAA compliant at the time of contract execution.
- 3) System shall handle third-party payers, self-pay patients, special contracts, diagnostic-related group (DRG) transports, and other special arrangements.
- 4) Itemized statements shall list all procedures and supplies employed, unless included in base rate.
- 5) System must 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.
- 6) System must provide daily, monthly, and annual reports which furnish clear audit trails, including details of payments and adjustments experience.
- 7) System shall provide for reconciling on a regular basis between "run" and other production data and patient data. An audit trail shall exist linking reported transports and calls to billed transports and calls, with exceptions noted.
- 8) System shall insure that billing records are consistent with PCR records and support the ability to monitor accuracy and completeness of required data.
- 9) System shall facilitate updates of account type, addresses, and other pertinent patient and third-party payer data.
- 10) System shall include procedures and reports to process accounts requiring special attention. These procedures shall cover at least the following:

- i. Assignment of follow up based on accounts receivable aging reports
- ii. Reminder mailings
- iii. Telephone collection methods
- iv. Policy regarding use of collection agents
- v. Policy regarding write-off of accounts receivable
- vi. Identifying and pursuing alternative third-party payments and other reimbursements
- vii. Policies for hardship cases, charity care, compassionate care and write-offs
- viii. Policy regarding prohibition of on-scene collections

11) Billing and collection data shall track to dispatch data by use of a record identifier.

(l) Initial (ambulance) System Status Plan/ Unit Hour Commitment

Provide an initial coverage plan to be in effect during the first three months of the Contract term. The SSP may employ more unit hours per week than Contractor projects will be needed later in the contract.

Minimum: Proposer shall specify the minimum weekly unit-hour coverage to be initially employed. Contractor must meet or exceed this plan during the first three months.

(m) Integration with Existing Ambulance Providers and First Responders

The existing EMS system has significant resources that should be leveraged to develop the optimal approach to cost-effective and highly-efficient pre-hospital care within the County. Please discuss your coordinated approach to EMS, including methodologies for covering each zone. If applicable, clearly identify the status of potential partnerships to subcontract for ambulance and/or first responder coverage. The Proposer may describe any partnerships to optimize the availability of CCT services.

Minimum: Proposer should specify plans, if any, for integrating with the existing ambulance and first responder public and private agencies as defined as a minimum here and in Section 4 of this RFP.

(n) Commitment to EMS System and the Community

Please discuss your intended involvement in and support of the first responder and community education and service programs. Describe your proposed methodology for integrating services with existing first responder public agencies including fire departments, police agencies, and 9-1-1/PSAPs. Specific plans must be submitted with prioritized objectives. Plans must include specific procedures for scene control and problem resolution. Please describe your process for establishing a methodology for assessing first responder training needs and training schedules. These requirements would only go into effect if requested by existing EMS providers and approved by the LEMSA. Commitments for ongoing liaison with the agencies must also be stated. Commitments to disposable item re-supply as described in the First Responder Section should be explained here.

The provider must develop a plan for the prompt return of first responders and nurses (from CCT) to their respective stations or hospitals, as appropriate, should they be used while transporting patients. Proposers should not assume that a

firefighter will always be available to ride into the hospital to assist with critical patients, e.g., cardiac arrest or bariatric transports.

Minimum: Contractor shall restock or pay for restocking first responder medical supplies used in response to emergency medical calls as is currently practiced in the County subject to applicable federal and state laws. A plan for community commitment to include programs on education and other service is required.

Multi-casualty incident services must be proposed by the Proposer and shall be discussed in this section. The Contractor will be required to maintain a disaster cache in an orderly and complete fashion to serve its own needs. The Contractor will be required to complete this requirement within six months of contract execution with the County.

(o) **Proposed Patient Charges**

The LEMSA and County require all Proposers to use the same assumptions to allow equitable comparisons among the proposals. The Proposers shall assume no general County subsidy for this procurement. It is the LEMSA's and County's desire to encourage proposals that achieve a balance in service, quality, cost and the fees charged.

This RFP requires a well-defined charge system which assures no "overcharging." Patient charges are an expected element of this proposal, subject to approval and incorporation in the Contract with the County. In this section, Proposer shall state the charges that it proposes to set for its services listed in Table 4 and shall provide information justifying those charges.

Services
ALS base rate
BLS base rate
CCT base rate
Non-transport fee
Mileage
Oxygen

Table 4

Minimum: In setting charges, the Proposer must use the assumptions stated below, in order to allow comparisons among all proposals. If the Proposer believes that any of these assumptions would lead to charges set by the Proposer that are too high or too low, the Proposer may so state and should then explain what changes should be made to the assumptions or to the proposed charges, in order to set the charges at a more appropriate level. The assumptions to be made by the Proposer and other considerations that should enter into the setting of charges are as follows:

- 1) **Number of calls/ transports:** The number of transports is provided in Table 5 for purposes of proposing and evaluation only. No guarantee of future revenues or results is made by the County.

Service Type	Transports
9-1-1	4,000

Interfacility-BLS	1,250
Interfacility-ALS	200
Interfacility-CCT	50

Table 5

Please see Attachment 2 for the historical response and transport data as provided by the current ambulance providers; again, the County makes no guarantees or promises to the accuracy of the data provided. Proposers are encouraged to review CAD data provided to further ascertain the most accurate information.

- 2) **Mileage:** An average of 10.0 transport miles shall be assumed for the purposes of evaluating the proposals.
- 3) **Base rate:** Separate ALS and BLS base rates are required. Assume that charges shall be consistent with the level of service provided to the patient, not the level of readiness provided by the Contractor. This will be a bundled base rate including all supplies and equipment other than oxygen. For the sake of the budget required, assume 65 percent of all 9-1-1 transports are ALS, 35 percent BLS.
- 4) **Non-transport rate** Proposers must propose a non-transport fee for circumstances where services are requested and provided at-scene but transportation is refused or unnecessary. Specific protocols should accompany the proposal.
- 5) **Oxygen:** Assume 10 percent of all calls require oxygen.
- 6) **Assignment:** All Proposers must agree to accept assignment from Medicare and Medi-Cal.
- 7) **Average charges:** The Proposer shall calculate the average charge per call that would occur if the charges set by this RFP and the charges proposed by the Proposer were implemented. The computation must use standard formulas for such computation and must use the assumptions set forth above regarding call volumes and frequency of the various charges. The computations must be set forth in this section.

(p) Commitment for Clinical Quality

In this section, the Proposer demonstrates the level of clinical sophistication that will be possessed by its field and management staff.

- 1) **Commitment to Clinical Quality**
Provide a copy of your current continuous quality improvement (CQI) plan, including: meeting the standards of the quality improvement movement in the healthcare industry and consistent with the LEMSA policies and the California EMS Authority System Model Guidelines. The plan shall describe:
 - a) a management philosophy and approach focused on achieving an environment of continuous improvement and innovation;

- b) program for continuous learning and development of staff and management;
- c) service to all internal and external EMS providers and customers;
- d) commitment to participate in and contribute to the LEMSA CQI process; and
- e) commitment to cooperate with system research.

The plan should include the following parameters:

Internal mechanism such as: medical director, CQI manager, CQI committee structure and process, prospective training and education efforts, concurrent and retrospective review, establishment of performance indicators and development of personnel performance improvement plans, personnel development, problem identification, needs assessment, education/compliance remediation, problem resolution, and the documentation and tracking of implementation strategies and outcomes.

- f) Required interfaces
 - 1) County of Mendocino
 - 2) Base and Receiving Hospitals
 - 3) First Responder Agencies
 - 4) Ambulance Public Agencies
 - 5) Communications Center
 - 6) PSAPs

Additionally, the plan shall include the following elements:

- g) Patient Rights

Include a current policy on the client/patient rights which shall, at a minimum, provide the following:

 - 1) fast, effective medical treatment and transportation to a facility of their choice (unless this is in conflict with LEMSA policies), regardless of ability to pay;
 - 2) full information regarding the immediate treatment needed with the right to refuse any treatment or service;
 - 3) full explanations of bills about which the patient has questions;
 - 4) confidential treatment of medical records;
 - 5) listening to patients during transport or later and answering all questions promptly;
 - 6) billing insurance or third-party payer as part of the service to the patient;

- 7) charity care policies and thresholds (e.g., 300 percent of Federal Poverty Level) for patient bill write offs and discounts; and,
- 8) retention of patient records and patient access to their records.

Copies of these policies shall be included in the Proposer's proposal.

2) **Performance Measures**

As part of the service delivery, the County and LEMSA desire to improve patient outcomes by identifying, monitoring, and implementing performance measures that are data-driven and clinically proven to be effective. Describe current efforts and results within your company to implement clinical quality improvements that have increased performance measures. Examples include, but are not limited to:

- a) increased bystander CPR;
- b) improved return of spontaneous circulation (ROSC);
- c) approach to airway management;
- d) minimal on-scene times for trauma, stroke, and STEMI patients;
- e) correct identification of STEMI cases;
- f) aspirin administration during heart attacks; and
- g) pain management

(q) **Contract Provisions**

The proposed Contract is provided in Attachment 5 of this RFP. The County in coordination with the LEMSA reserves the right to make further, non-substantive refinements to the Contract as necessary (e.g., required reports, frequency/format of reports, community education specifics, definitions, clarifications, clinical and performance standards).

(r) **Performance Security Method**

Proposer shall describe in detail its intended method of satisfying the performance security requirements as identified in Section 7 of the RFP.

(s) **Additional Forms**

Forms A, B (1 and 2) and C (1 and 2) included in this RFP, shall be completed and included in this section for the Proposer and all of its Subcontractors.

Section 9: Award, Selection, and Evaluation Criteria

9.1 Basis of Award

Award will be made to the Proposer whose proposal demonstrates the most responsive and advantageous proposal to the County. The County and LEMSA shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the County after all factors have been evaluated using an objective scoring system. The proposal with the highest overall score will be the successful Proposer.

The County and LEMSA reserves the right to reject any or all proposals or any part thereof, to waive any informalities in the proposal and minor irregularities, technical defect or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not be confined to cost alone. False, incomplete, or non-responsive statements in connection with the proposal may be deemed sufficient cause for rejection. The LEMSA and County shall be the sole judges in making such determination.

The County and LEMSA reserve the right to cancel or discontinue with the proposal process and reject any or all proposals, when the County and LEMSA determine in writing that cancellation is in the best interest of the County for reasons such as those listed below:

- A. There is no longer a requirement for the furnishing of such items, materials, equipment and/or services.
- B. Funding is no longer available for this proposal.
- C. It is otherwise in the County's best interest to cancel the proposal process.
- D. Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP.
- E. All otherwise acceptable proposals received are at unreasonable prices.
- F. The proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- G. The proposals received did not provide competitive adequate to ensure reasonable prices in accordance with local resources or generally accepted prices.
- H. No proposal is received which meets the minimum requirements of the RFP.
- I. The County and LEMSA determine after analysis of the proposals that its needs can be satisfied by a less expensive method.

9.2 Selection of Proposal

An Evaluation Committee consisting of recognized EMS system experts selected by the County's consultant will evaluate the proposals. All Evaluation Committee members will be thoroughly screened for conflicts of interest. It is the intent of the Evaluation Committee to select a successful Proposer with a recommendation to be forwarded to the Board of Supervisors based on the evaluation of all elements to this proposal. Selection will not be made primarily on cost, but will be based upon the proposal that receives the best overall score based on the evaluation criteria of the County's needs.

9.3 Evaluation Criteria

The Evaluation Committee will consider only those proposals which have been considered responsive to the RFP. Any proposal which fails to meet the requirements of the RFP will be considered non-responsive and may be rejected. The County may contact and evaluate the Proposers and the subcontractors' references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Section	Possible Points	
Credentials, Experience, and Local Management Team	75	18.8%
Compensation Package and Working Conditions	25	6.3%
Incumbent Work Force	15	3.8%
Response-Time– Evidence to support ability to meet Response Time Requirements	20	5.0%
Fiscal Strength	20	5.0%
Equipment Maintenance and Management	10	2.5%
Billing/Collection Program and Data Integration	20	5.0%
System Status Plan/Unit Hour Commitment	25	6.3%
Integration with Existing EMS Providers	75	18.8%
Commitment to EMS System and the Community	15	3.8%
Proposed Patient Charges	25	6.3%
Clinical Quality Improvement Plan	75	18.8%
Total	400	100.0%

9.4 Proposal Evaluation Process

A. Evaluation Committee

The Evaluation Committee may include non-scoring subject matter experts from the County including but not limited to: CEO Representatives, Health and Human Services Agency representatives, County Counsel, County Purchasing Agent, and other technical consultants as may be determined appropriate. Subject matter experts will not score the RFPs and will only provide local expertise as requested by the evaluators to fully appreciate the benefits of or concerns with any specific proposal components.

B. Conflict of Interest

All Evaluation Committee or advisory group members, and other parties involved with the review of proposals shall be carefully screened by the County and LEMSA for potential conflicts of interest. Each evaluation participant shall be required to complete a disclosure statement on the issue of conflict of interest. Any identified potential source of conflict shall be evaluated by the County and LEMSA. Those potential evaluation participants with a material conflict of interest, as determined by the County and LEMSA, will not be allowed to participate in the evaluation process.

C. Evaluation of Proposals

All proposals must specify capabilities to meet or exceed credentialing standards. Each proposal must specify information sufficient to demonstrate the level of credentials, scope of service and financial capabilities for the Contract bid on to be able to complete the screening and evaluation process. The County will appoint an evaluator who will begin the review process with an initial screening of credentials and proposal completeness. The evaluator will submit the results of his or her initial screening to the Evaluation Committee. Each member of the Evaluation Committee shall complete an individual proposal ranking sheet (see Attachment 6) and rank each proposal according to the individual evaluation requirements.

At the discretion of the Evaluation Committee, a presentation by the Proposers may be requested by the County with at least two weeks' notice. If requested, each Proposer will be allowed 45 minutes of presentation and up to 90 minutes of questions and answers by Committee members.

Proposers may include up to eight staff persons of the Proposers, however, at a minimum the Chief Executive Officer or equivalent, Chief Financial Officer, and anticipated manager of the Exclusive Operating Area shall be present. The order of presentations will be determined by random draw.

Proposer presentations are not public meetings and attendance will be restricted to the County, Proposer and their staff persons, and the Evaluation Committee.

Site visits to the Proposers' offices, substations or contract sites may be requested by the Evaluation Committee.

The Evaluation Committee will not allow any public testimony or the introduction of any new materials or information. The County reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. The Evaluation Committee shall make its recommendations to the County which may include that any or all proposals be rejected.

D. **Scoring Process**

An initial review of all proposals by the LEMSA or their designee for completeness and a review on credentials (pass or fail) will be conducted before any proposal is reviewed by the Evaluation Committee. Proposal submissions in regard to each scoring category shall be scored by each Evaluation Committee member. Proposers will be rated individually allowing for more than one proposal to receive the same score per category; the only exception is the pricing of service category.

Each proposal category will receive the appropriate percentage of allocated points based on the following criteria:

Points Awarded	Description
100%	Excellent: The proposal successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor and the element contributes appropriately to meeting the requirements of the criterion.
75%	Good: The proposal addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.
50%	Fair: The proposal broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.
25%	Poor: The proposal has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.
0%	Fail: The proposal fails to address the element in all aspects and its relationship to supporting the criterion.

The score for the pricing category will be determined following the formula provided below. The lowest price will be awarded the maximum points for the category. This is not a bid process. All other pricing proposals will receive a percentage of the maximum points equal to the difference between the Proposer's price and the lowest price proposed. For example, if the lowest price is \$900 and the next lowest is \$1,000, then the latter proposer would receive 90 percent of the points allocated to this category (i.e., $\$900/\$1,000 = 90\%$).

Item	Quantity	Proposed Rate	Subtotal
9-1-1 Volume			
ALS emergency Base Rate	2,600		
BLS emergency Base Rate	1,400		
Mileage (10 miles)	40,000		
Oxygen (10%)	400		
IFT Volume			
BLS Base Rate	1,250		
ALS Base Rate	200		
CCT Base Rate	50		
Mileage (10 miles)	15,000		
Oxygen (10%)	150		
Total			
Total/5,500 total transports			

E. Ranking and Weighing of Proposals

It is the County and LEMSA's intent to select a Proposer based on the best balance of quality, price, experience, performance assurance, and integration with system needs. Proposers offering services with pricing which substantially varies (i.e., greater than 25 percent) from the market, without justification, will be considered as non-responsive.

F. Recommendation to the LEMSA

After completing the scoring of the proposals, the Evaluation Committee shall discuss the proposals, the scoring, any other relevant considerations, and make a recommendation to LEMSA .

G. Deficient Proposal

Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the Proposer is deficient. It is in the Proposer's interest to submit a complete and accurate proposal.

H. **Authority for the LEMSA to Investigate and Verify Credentials and Qualifications**

Proposers shall submit executed and notarized forms provided including the "Investigative Authorization" forms provided for the Proposer's organization according to the proposal.

I. **Additional Investigation**

LEMSA staff or its delegate may continue to undertake additional investigation during and after the proposal review process to verify claims made by the recommended Proposer during the proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiries or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

If the Proposer selected by the Board of Supervisors refuses or fails to accept the Contract within the time period approved by the Board, the Board, after receiving further recommendation from LEMSA, may award the contract to the Proposer whose proposal has the next best overall score. Alternately, the Board may reject all the remaining Proposers.

J. **Required Pre-contract Bond to Ensure Execution of Contract**

Upon recommendation by the County staff or designee and at the discretion of the LEMSA and County, the recommended Proposer may be required to post a \$50,000 bond within 15 days after the notifying the Proposer of his or her recommendation to the Board. The purpose of the bond is to insure the negotiation in good faith of a completed Contract with the recommended Proposer. The bond will be returned to the recommended Proposer upon approval of the Contract by the Board of Supervisors.

K. **Rejection of Proposals**

The County and LEMSA reserve the right to reject any and all proposals. The LEMSA shall notify each unsuccessful Proposer in writing and include the specific reason for the rejection of the proposal.

L. **Disposition of Proposals**

All materials which are submitted in response to the RFP will become the property of the LEMSA and the County and may be subject to the State of California's Public Records Act.

9.5 Notice of Intent to Award

A "Notice of Intent to Award" will be sent to all participating Proposers upon Evaluation Committee recommendation to initiate Contract negotiation. This "Notice of Intent to Award" will be sent to all participating Proposers by U.S. postal mail, email, or facsimile. The final recommendation and subsequent Contract award will be presented to the Board of Supervisors by LEMSA.

9.6 News Releases

News releases by the Proposer pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

9.7 Protest

The protest procedure is an extension of the formal bid and/or proposal process that provides recourse to proposers that wish to protest the results or the method by which a proposal request was processed. This procedure shall be utilized only after all informal methods have failed to reach a solution.

If a Proposer wishes to protest the award, the procedure shall be as follows:

Within five (5) business days from the date of public notice of the results, the Proposer shall submit a letter of protest to the Executive Office/Purchasing Agent, signed by an authorized representative of the organization, specifically stating the reason(s) for the protest. Protests received after this time will not be considered.

Protests must be submitted to:

**Mendocino County Executive Office
Attn: Purchasing Agent
501 Low Gap Road, Room 1010
Ukiah, CA 95482**

The Proposer must provide all relevant facts to support the protest, such as the law, rule, regulation or criteria on which the protest is based; document the date and action taken resulting in a protest; and identify the material issue, including a detailed explanation of the basis for the protest and the remedy sought. Specification related protests must be fully supported by technical data, test results, or other pertinent information, that a rejected product offered is equal to or better than the specification requirement.

PROTEST RESOLUTION PROCESS

Within fourteen (14) calendar days following the receipt of the written protest, the Purchasing Agent shall provide a written response to the protesting party. If the Purchasing Agent finds the protest has merit, the Purchasing Agent may modify the award recommendation and notify all proposers of the decision.

Where a protest has been resolved or withdrawn the Contract may be awarded in accordance with the Purchasing Agent's original recommendation.

Appeal of protest actions to the Board of Supervisors

In the event the protest remains unresolved the protestor can appear before the Board of Supervisors at the time that the contract award is being presented to the Board for consideration at a regularly scheduled Board meeting. All Proposers shall be notified of the date on which the matter will be heard by the Board of Supervisors.

STAY OF PROCUREMENT ACTION DURING A PROTEST

In the event of a timely protest under this Section, the LEMSA and County will not proceed further with the solicitation or the award of the contract until the protest is resolved, unless the Purchasing Agent, in consultation with the LEMSA, the head of the issuing department and County Counsel, make a determination that the award of the contract without further delay is necessary to protect a substantial interest of the LEMSA and County.

Nothing in these Policies and Procedures shall be deemed to prevent the LEMSA and County of Mendocino from proceeding with negotiations or awarding a contract while the protest or protest appeal is pending.

REMEDIES PRIOR TO AN AWARD

If prior to award it is determined that a solicitation or proposed award of a contract is in violation of these Policies and Procedures, then the solicitation or proposal award shall be either:

- (1) Canceled
- (2) Revised to comply with these Policies and Procedures

REMEDIES AFTER AN AWARD

If after an award it is determined that a solicitation or award of a contract is in violation of these Policies and Procedures, then:

- (1) If the person awarded the contract has not acted fraudulently, or in bad faith:
 - (a) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the LEMSA and the County
 - (b) The contract may be terminated
- (2) If the person awarded the contract has acted fraudulently or in bad faith:
 - (a) The contract shall be declared voidable.

Section 10: Signature Sheets

Signature Page

(To be included as first page of proposal)

Proposer: _____

Mailing address: _____

Proposal contact Name: _____

Contact phone number: _____

Contact email address: _____

The undersigned, through the formal submittal of the proposal response, declares that s/he has examined all related proposal documents and read the instruction and conditions, and hereby proposes to supply materials and services detailed in this RFP as specified, in accordance with the proposal documents herein.

The undersigned, by signature below, hereby represents as follows:

- (a) That no supervisor, officer, agency or employee of Mendocino County is personally interested directly or indirectly in the potential contract or the compensation to be paid there under, and that no representation, statement or statements, oral or in writing, of the County, its Board of Supervisors, officers, agents, or employees have induced him to submit the proposal response and the papers made a part hereof by its terms;
- (b) That the Proposer having submitted the proposal attached to this submittal is not submitting a competing proposal to the same RFP in coordination with any other person, firm or corporation.
- (c) That all statements made in the proposal are true.
- (d) That the awarding agency has the right to audit the Proposer's financial and other records.
- (e) That the Proposer has the required business and professional licenses or certifications for the nature of the contract work to be performed and held by the Proposer.

In witness hereto, the undersigned has set his/her hand this ____ day of _____ 2019.

Name of Firm/Corporation

Signature of Proposer

Title

Form A: Affirmation Statement Form

In submitting this proposal/offer, _____ a prospective Contractor, hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP) and in the Terms and Conditions as detailed on the Mendocino County website. Further, prospective Contractor certifies the completeness and accuracy of all information contained in the response to the RFP and supplied to Mendocino County during the proposal process.

Prospective Contractor's proposal constitutes a firm and binding offer by prospective Contractor to perform the services as stated, including the terms of the proposed contract (unless otherwise excepted). Prospective Contractor further affirms that prospective Contractor will meet or exceed proposal specifications.

Date

Proposing Organization

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On this ____ day of _____, 2019, 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 Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal
Commission Expiration Date

Form B (1): Investigative Authorization – Individual

The undersigned, being _____ (title) _____ for _____ (entity), which is a prospective Contractor to provide emergency ambulance service to Mendocino 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 LEMSA or its agents, such as, but not limited to, the character, reputation, competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that LEMSA, 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

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On this ____ day of _____, 2019, 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 Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal
Commission Expiration Date

Form B (2): Investigative Authorization – Entity

The undersigned entity, a prospective Contractor to provide emergency ambulance service for the Mendocino County recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by LEMSA, or its agents. The entity specifically agrees that LEMSA 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 LEMSA'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.

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

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

Form B (2), continued

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On this ____ day of _____, 2019, 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 Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal
Commission Expiration Date

Form C (1): Request for Verification of Deposit

Please complete the following information. The confidentiality of the information you have furnished will be preserved except where disclosure of this information is required by applicable law. This form is to be transmitted directly to Mendocino County and is not to be transmitted through the applicant or any other party.

Company Name

To be completed by Depository

Deposit Accounts of Applicant(s)						
Type of Account	Account Number	Current Balance	Average Balance for previous two (2) months		Date Opened	

Bank Card Accounts of Applicant(s)				
Type of Bank Card	Account Number	Current Balance	Monthly Average	Expiration Date
		\$	\$	
		\$	\$	

Loans Outstanding to Applicant(s)							
Loan Number	Date of Loan	Original Amount	Current Balance	Installments:		Secured by:	No. of Late Payments
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		

Please include any additional information which may be of assistance in determining credit worthiness.
Please include information on loans paid-in-full in section above.

Form C (2): Request for Verification of Deposit

The undersigned entity, a prospective Contractor to provide emergency ambulance service for the Mendocino County Exclusive Area recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by LEMSA, or its agents. The entity specifically agrees that LEMSA or its agent may conduct an investigation for the purpose of evaluating the financial stability of the entity. This authorization expires six (6) months from signature date.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On this ____ day of _____, 2019, 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 Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

Notary Public Seal
Commission Expiration Date

Form D: Certificate of Non-Collusion

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

_____, 2019
Date

Section 11: Attachments

Attachment 1: EMS Definitions

The following terms and abbreviations are utilized throughout the RFP.

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

ALS Unit – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT-1 and one EMT-P.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Average Response Time – A response time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

BLS Unit – As defined in Health and Safety Code Section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Chronic Referrals – Chronic referrals for mutual response in rural areas of the County are defined as any three (3) consecutive months where five (5) or more requests are referred to an outside agency.

Code-2 Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with LEMSA policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code-3 Call – Any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with LEMSA policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch (CAD) – A system consisting of associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource

dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Demand Analysis – The deployment of ambulances in a specific service area based on experience and the predicted likelihood of requests for service in that area at the time deployed.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Medical Dispatch (EMD) – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g. CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

Emergency Medical Technician-Paramedic (EMT-P) – Individual whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

EMS Authority (EMSA) – The California agency charged with providing leadership in developing and implementing EMS systems throughout California and setting standards for the training and scope of practice of various levels of EMS personnel. The EMS Authority also has responsibility for promoting disaster medical preparedness throughout the state, and, when required, coordinating and supporting the state's medical response to major disasters.

En Route Time (Out of Chute) – The elapsed time from unit alert to unit en route. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

Exclusive Operating Area (EOA) – Exclusive Operating Area as defined in Health and Safety Code section 1797.85.

First Responder – An agency with equipment and staff (e.g., fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Full Costs – The total costs including baseline plus marginal costs to achieve a new program.

Health Information Exchange (HIE) – Transmission of healthcare-related data among facilities, health information organizations and government agencies according to national standards.

Intervention Time – The actual time spent by field personnel directly with the patient, including treatment at the scene and transport to the destination.

Local EMS Agency (LEMSA) – Contracted by the Mendocino County Board of Supervisors as the local EMS agency pursuant to California law, including implementation of an EOA within the County. In California, day-to-day EMS system management is the responsibility of the local and regional EMS agencies. It is principally through these agencies that the EMS Authority works to promote quality EMS services statewide.

Marginal Costs – the difference between the existing or baseline cost and the new cost necessary for an existing entity to achieve a new program.

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director – shall mean the Mendocino County EMS Agency Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mobile Intensive Care Nurse (MICN) – A Registered Nurse who is authorized to give medical direction to advanced life support personnel from a base hospital under direction of a base hospital physician.

Mutual Aid – shall refer to: 1) responses into the Mendocino County EOA from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the Mendocino County EOA for the purpose of assisting the ground transport provider in an adjacent service area.

Online Compliance Utility (OCU) – Software that automates the process of administering contract compliance through data mining and interpretation. For example, determining whether an ambulance arrived on time based on defined criteria.

Outlier – Any call where the ambulance arrives at or exceeding the maximum specified response time.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also known as an EMT-P.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in Mendocino County shall be one (1) EMT-P and one (1) EMT-1.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post-to-Post Move – Movement of an ambulance from one designated posting (positioning) location to another designated post.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit-hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Revenue – Increases to equity from any source. Ambulance sales are usually reported as gross (billed) revenue amounts or in net terms that reflect adjustments for write-offs.

Standby Service – The dispatch of an emergency ambulance unit(s) by County Dispatch or other PSAP authorized by the County at the specific request of a public safety agency to a position of immediate availability.

Status "0" – Any point during operations where the number of available ambulances available to be dispatched is 0.

System Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Controller (SSC) – Personnel with special SSM training who are responsible for on-line implementation and management of the system status plan.

System-Status-Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Manager – An experienced System Status Controller with advanced SSM training (Level 3) that manages control center operations and oversees the development and continuous refinement of the SSP.

System Status Plan – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Transport Volume – The actual number of requests for service that result in patient transport.

Unit Activation Time – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is actually en route to the scene.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of transports (not calls) initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Units involved in long-distance transfer work, special event coverage and certain other classes of activity are excluded from these calculations.

Utilization – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

Workload – measure of work performed by on-duty units during any given period of time.

Attachment 2: EMS Data

EMS Zones

There are currently nine ambulance service zones in Mendocino County. Figure 1 displays the current ambulance service zones within the County and the current providers for each of those zones (see legend). This specific RFP is for an EOA that includes Zones 1, 2, 3, 5, 8, and 9. Zones excluded for the EOA are Zones 4, 6, and 7.

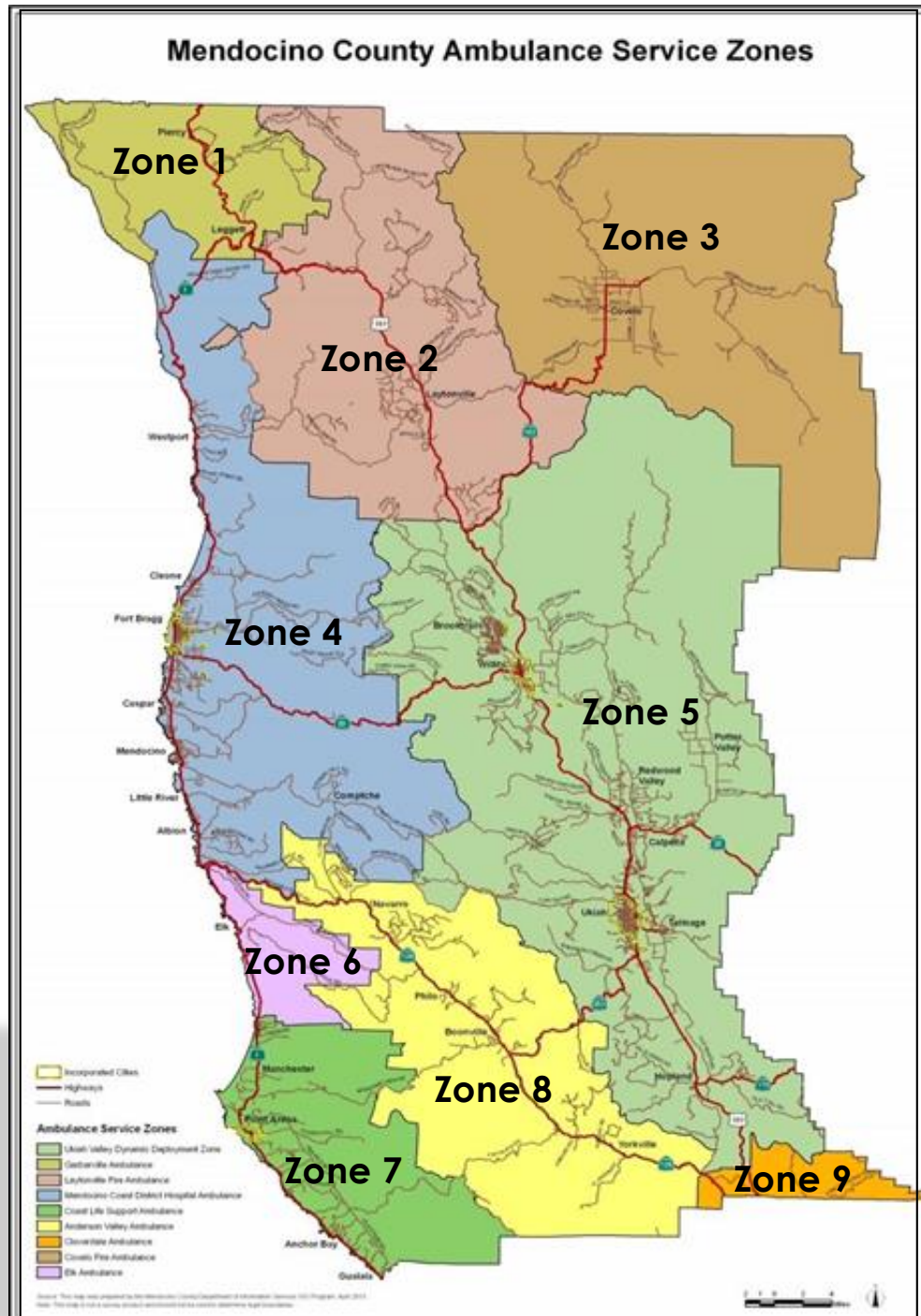


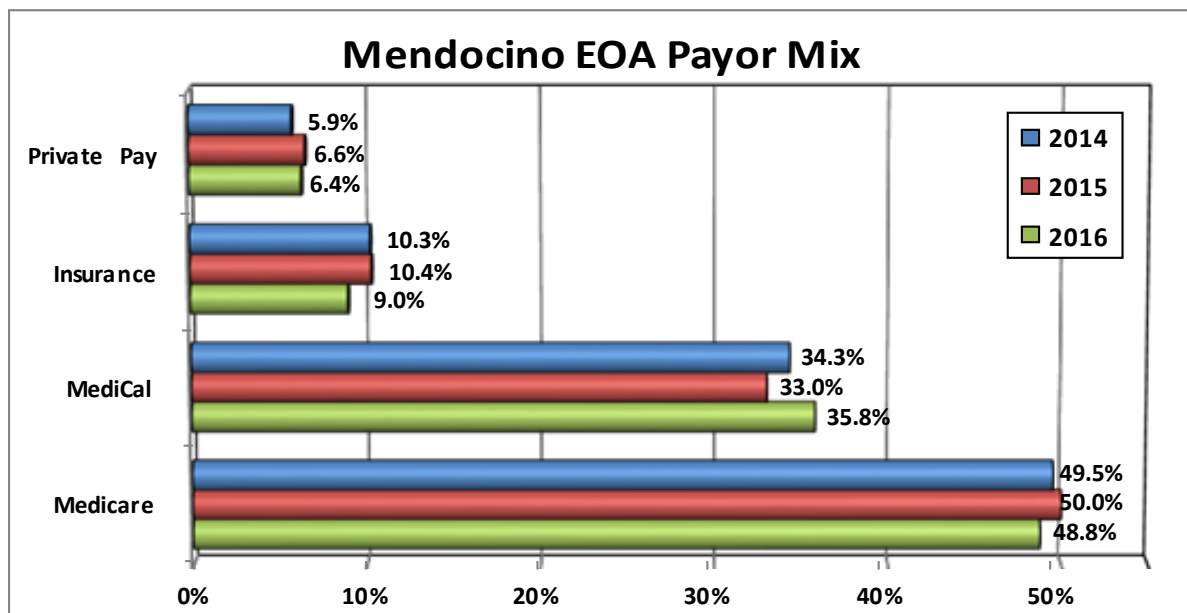
Figure 1

The entities currently provide ambulance transportation within the zones specified, mutual aid as requested within any zone, and whether it is part of the EOA are defined in Figure 2.

Zone	Primary Ambulance Provider	Part of EOA
1	City Ambulance	Yes
2	Laytonville Fire	Yes
3	Covelo Fire	Yes
4	Mendocino Coast Healthcare District	No
5	MedStar/Ukiah Ambulance & Falck/verihealth Ambulance	Yes
6	Elk Fire	No
7	Coast Life Support	No
8	Anderson Valley Ambulance	Yes
9	Cloverdale Ambulance	Yes

Figure 2

Figure 3 reflects the EOA ambulance transport payor mix (e.g., ALS1 E, ALS1 NE, BLS E, BLS NE, ALS2, CCT), as described by the current ambulance providers. It is weighted based on call volume.



Source: Existing transport providers, weighted for call volume

Figure 3

Data obtained from the California Office of Statewide Health Planning and Development (OSHPD) shows EMS visits and admissions to hospitals in the County (Figure 4).

EMS Hospital Visits and Admission Rate - 2016						
Facility	EMS visits		Admissions		AdmissionRate	
	2015	2016	2015	2016	2015	2016
Frank R Howard Memorial Hospital	9,034	12,876	536	794	5.9%	6.2%
Mendocino Coast District Hospital	10,466	10,178	675	448	6.4%	4.4%
Ukiah Valley Medical Center	28,778	29,388	2,246	2,146	7.8%	7.3%
Total	48,278	52,442	3,457	3,388	7.2%	6.5%

Source: OSHPD Annual Utilization Data, 2016, final

Figure 4

Figure 5 provides EMS response data as reported by the County contracted and Ukiah Fire (for 1/2010-2/2013) dispatch centers. It contains both 911 and interfacility responses.

Mendocino County EMS Responses								
Agency	Zone	2010	2011	2012	2013	2014	2015	2016
Anderson Valley Amb	8	179	150	129	160	157	192	201
City Amb	1	<i>Not tracked</i>						
Cloverdale Amb	9	13	17	14	16	14	10	10
Covelo Fire	3	326	290	313	336	307	425	45
Laytonville Fire	2	264	254	282	258	288	279	321
Medstar/Ukiah Amb	5	2,838	2,701	2,566	2,753	2,635	3,370	3,381
Ukiah Fire	5	1,451	1,389	1,310	230	-	368	420
Verihealth	5	-	-	208	1,848	2,286	4,330	4,817
Total		5,071	4,801	4,822	5,601	5,687	8,974	9,195

Sources: CAL FIRE Howard Forest Emergency Communications Center, Ukiah Police/Fire Dispatch Center, Cloverdale Ambulance

Figure 5

Currently, some EMS transport agencies are transferring patients to another transport agency in order to return to service faster. Figure 6 shows the provider-reported data of these occurrences.

911 Intercepts by Provider									
Agency	2009 ¹	2010	2011	2012	2013	2014	2015	2016	2017
Anderson Valley Amb	25	36	34	44	52	56	55	84	67
City Amb	<i>Unknown</i>								
Cloverdale Amb	<i>Unknown</i>								
Covelo Fire ²	10	20	-	19	53	81	Not reported	Not reported	Not reported
Laytonville Fire ³	9	6	-	-	-	-	Not reported	Not reported	Not reported
MedStar/Ukiah Amb ⁴	-	5	12	-	21	13	4	8	5
VeriHealth	-	-	-	5	16	60	108	66	92
Total	44	67	46	68	142	210	167	158	164

Source: Coastal Valleys EMS Agency, provider-shared data, data through Feb-2017

Notes: ¹Jul through Dec-09 data, ²Missing data for Jul-10 thru Dec-11, ³No data since Jun-10, ⁴Missing data for Sep & Dec-10

Figure 6

Listed in Figure 7 are the transport data for the current air ambulance providers. This data includes all transports within Mendocino County, not just those within the EOA.

Air Ambulance Volume by Provider									
Agency	2009	2010	2011	2012	2013	2014	2015	2016	2017YTD
CalSTAR	227	240	214	219	290	267	199	127	25
REACH	100	119	82	98	unknown	123	58	-	-

Source: Coastal Valleys EMS Agency, provider-shared data, through Apr-2017

Notes: Volume estimated using annual rate for months with unreported data: includes all of Mendocino County, not just EOA

Figure 7

Existing providers are self-reporting transport information to the County. 911 transports are shown in Figure 8.

911 Transports by Provider									
	2009 ¹	2010	2011	2012	2013	2014	2015	2016	2017
Anderson Valley	41	83	63	44	55	45	58	45	53
City Ambulance	Not tracked, estimated 7-10/year								
Cloverdale	Not tracked, estimated 10-15/year								
Covelo ²	57	31	-	57	52	48	Not reported	Not reported	Not reported
Laytonville ³	89	81	Not reported	Not reported	Not reported	Not reported	Not reported	Not reported	Not reported
UAS-Ukiah ⁴	365	1,064	1,243	1,167	1,482	1,961	1,742	1,560	1,523
UAS-Willits ⁵	631	607	640	666	481	N/A	N/A	N/A	N/A
Ukiah Fire ⁶	618	1,220	1,189	1,133	Not reported	Not reported	Not reported	Not reported	Not reported
VeriHealth	-	-	-	120	1,350	1,641	2,202	2,069	2,384
Total	1,801	3,086	3,135	3,187	3,420	3,695	4,002	3,674	3,960

Source: Provider self-reported data to Mendocino County

Figure 8

The population density measures are displayed in Figure 9. This density information defines the respective ambulance response time standard compliance zones within the EOA.

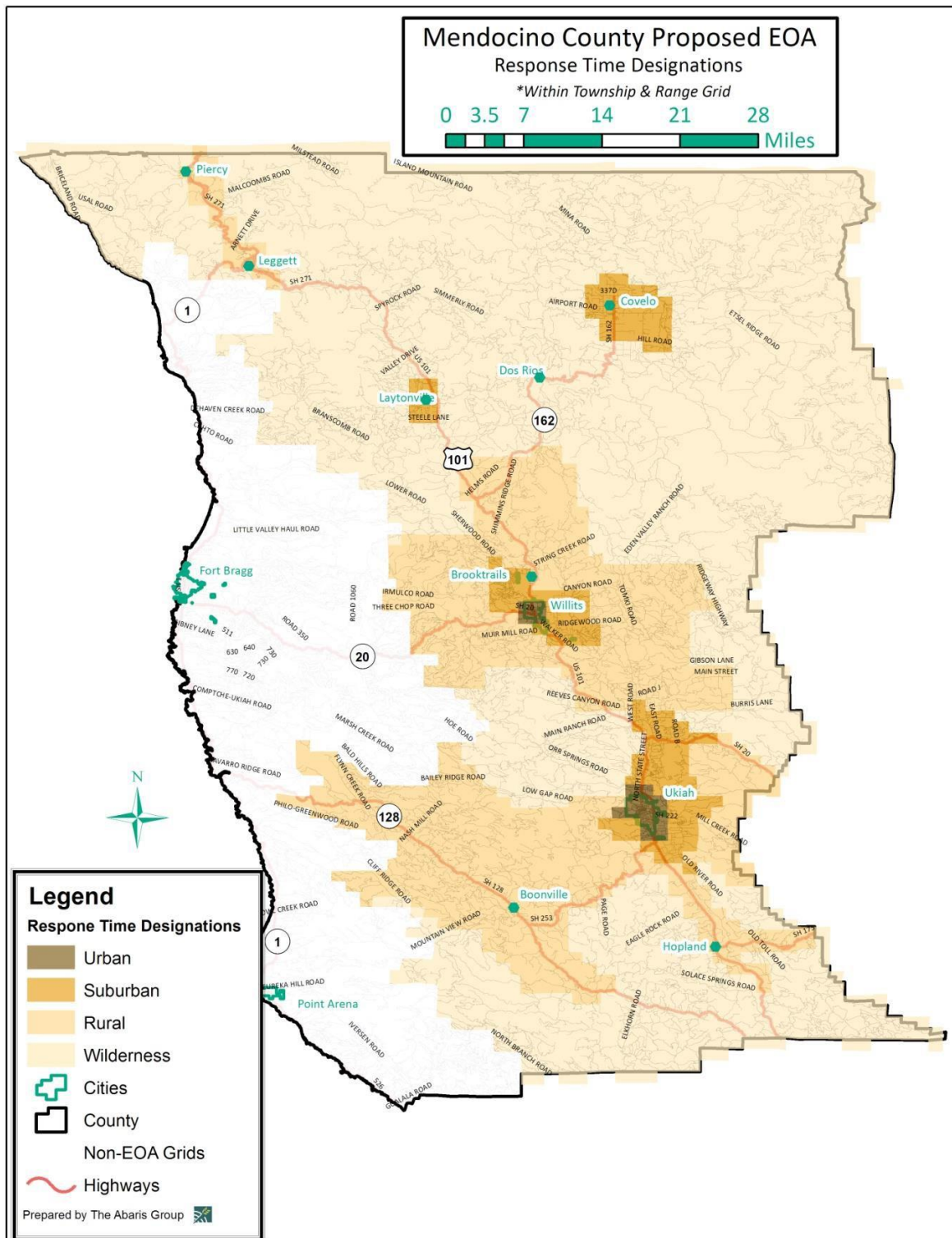


Figure 9

The compliance zones will be evaluated based on the following timetable (Figure 10). The frequency may be reasonably adjusted by LEMSA and the County as necessary to ensure adequate performance.

Compliance Zones, Description, & Timetable			
Existing Zone	Compliance Zone	Primary Service Area	Compliance Frequency
1, 2, 3	North	Piercy, Leggett, Laytonville, Covelo	Annual
5, 8, 9	South	Ukiah, Willits, Anderson Valley, Hopland	Semi-Annual
-	IFT	Interfacility	Annual

Figure 10

Attachment 3: Key Contacts

Name	Agency	Title	Office	Email
RFP Contact				
Janelle Rau	Mendocino County	Chief Executive Office	707-463-4441	rauja@mendocinocounty.org
Communications				
Brandon Gunn	Howard Forest ECC	Battalion Chief	707-459-7409	brandon.gunn@fire.ca.gov
First Responders				
Andres Avila	Anderson Valley Fire	Fire Chief	707-895-2020	firechief.avcsd@gmail.com
Daryl Schoepner	Brooktrails Fire	Fire Chief	707-459-4441	firedept@btcsd.org
George Gonzalez	CAL FIRE	A. Chief, Operations	707-459-7418	george.gonzalez@fire.ca.gov
Mitch Franklin	Hopland Volunteer Fire	Fire Chief	707-391-4699	chief6400@att.net
Ely Reighter	Leggett Valley Fire	Fire Chief	707-925-6334	leggettfire@gmail.com
Chris Wilkes	Little Lake Fire	Fire Chief	707-459-6271	Hopchiefs6100@gmail.com
Patrick Landergen	Piercy Fire	Fire Chief	707-247-3449	piercy5600@yahoo.com
Don Dale	Redwood Valley-Capella	Fire Chief	707-485-8121	rvcfd@comcast.net
Dan Grebil	Ukiah Fire	Fire Chief	707-343-8897	dgrebil@cityofukiah.com
Current Ground Transport Providers				
Allan Green	Anderson Valley Ambulance	Manager	707-895-2002	
Jaison Chand	City Ambulance	Manager	707-445-4907	jchand@cityambulance.com
Tom Hinrichs	Cloverdale Ambulance	Owner	707-894-5862	clvdambulance@gmail.com
Doreen Freeman	Covelo Fire & Ambulance	Fire Chief	707-983-6719	covelofire@pacific.net
Bill Sugiyama	Falck/verihealth	Chief Operations Officer	707-766-2400	Bill.Sugiyama@falck.com
Sue Carberry	Laytonville Fire	Fire Chief	707-984-6055	scarberry2@gmail.com
Leonard Winter	Medstar Ambulance	Owner	707-462-3808	winter@medstarmendocino.org
Current Air Transport Provider				
Eric Freed	REACH Air Medical Holdings	Vice President of Program Operations	707-799-7174	Eric_Freed@REACHair.com
Health Centers				
Michelle Ambrois, RN	Anderson Valley Health Center	Clinical Manager	707-895-3477 x131	mambrois@avhc.org
Rose Abono	Round Valley Indian Health Center	Clinical Manager	707-983-6181 x138	rose.abono@rvihc.com
Laura Curtis	Long Valley Health Center	Human Resources Coordinator	707-984-6131 x146	lcurtis@longvalley.org

Attachment 4: Overview of Mendocino County

Geographic Profile

Mendocino County lies on the northern coast of California. The County's extensive coastline and nearby sources of water (i.e., the Pacific Ocean, the Russian and Eel Rivers, among others, and Lake Mendocino), Redwood forests, and wine production support the County's economy (see Figure 11). According to the US Census Bureau, Mendocino County is predominantly rural and consists of 3,506 square miles. The map to the right shows the location of Mendocino County within California.



Figure 11

The automobile is the predominant form of transportation in Mendocino County. The two major traffic arteries that bisect the county in a north-south direction are State Highway 1 (in the western part of the county) and U.S. Route 101 (in the central part of the county). State Highway 128 runs in an east-west direction from I-1 to the southeast county line, through Sonoma County and wine country, and eventually to California's Central Valley. During the prime travel and harvest seasons of spring, summer and early fall, Mendocino County's population can grow, as travelers pass through the county. Weather conditions and rainfall are generally moderate. The temperature rarely falls below freezing and only occasionally rises above 100 degrees. Rainfall averages about 37 inches per year.

Demographic Profile

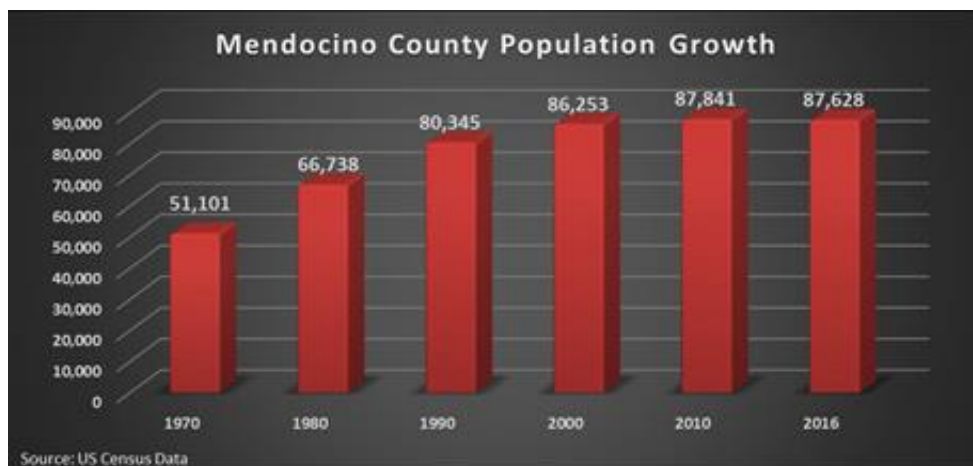


Figure 12

The 2016 population estimates from the US Census Bureau shows Mendocino County's population at 87,628 residents. Figure 12 shows the population for Mendocino County over the last 40 years. Average annual growth in the County since 1970 is 1.8 percent. While population growth was high

between 1970 and 1990, growth has since slowed in the last decade, with population remaining virtually the same since 2000.

Figure 13 shows population projections for the next ten years in Mendocino County, California, and the United States. Population is projected to increase by 4,000 residents by 2025, a growth rate of 0.4 percent per year.

Population Projections (thousands)					
Region	2015	2020	2025	2015-2025 Change	Average Annual Change
Mendocino County	89	91	93	4.4%	0.4%
California	38,801	40,644	42,452	9.4%	0.9%
United States	321,369	321,363	333,896	3.9%	0.4%

Source: US Census Bureau Population Projections, 2014, CA Department of Finance, 2013

Figure 13

Figure 14 displays Mendocino County's 2016 demographic profile as compared to California and the United States, and was obtained from the US Census Bureau.

US Census Bureau Demographic Profile, 2016						
Data	Mendocino County	Percent of Total	California	Percent of Total	US	Percent of Total
Total Population	87,628	100.0%	39,250,017	100.0%	323,127,513	100.00%
Male	43,551	49.7%	19,507,258	49.7%	158,978,736	49.2%
Female	44,077	50.3%	19,742,759	50.3%	164,148,777	50.8%
Under 5 years	5,258	6.0%	2,472,751	6.3%	20,033,906	6.2%
5-19 years	19,015	21.7%	9,106,004	23.2%	73,673,073	22.8%
20-64 years	45,304	51.7%	22,333,260	56.9%	180,305,152	55.8%
65 & over	18,051	20.6%	5,338,002	13.6%	49,115,382	15.2%
White (non-Hispanic) ¹	57,396	65.5%	14,797,256	37.7%	198,077,165	61.3%
Hispanic/Latino (of any race) ²	21,907	25.0%	15,268,257	38.9%	57,516,697	17.8%
Asian (non-Hispanic) ¹	1,840	2.1%	5,809,003	14.8%	18,418,268	5.7%
Black/African American (non-Hispanic) ¹	876	1.0%	2,551,251	6.5%	42,975,959	13.3%
Hawaiian/Pacific Islander (non-Hispanic) ¹	175	0.2%	196,250	0.5%	646,255	0.2%
American Indian/Alaskan Native (non-Hispanic) ¹	5,521	6.3%	667,250	1.7%	4,200,658	1.3%
Two or more races	3,505	4.0%	1,491,501	3.8%	8,401,315	2.6%

1. Includes persons reporting only one race.

2. Hispanics may be of any race, so also are included in applicable race categories.

Source: US Census Bureau 2016 Estimates

Figure 14

The map below shows Mendocino County's population density (Figure 15). As shown, Mendocino is a very rural county with few densely populated areas. Ukiah and Willits (located off of US Highway 101) are the most highly populated cities in the EOA.

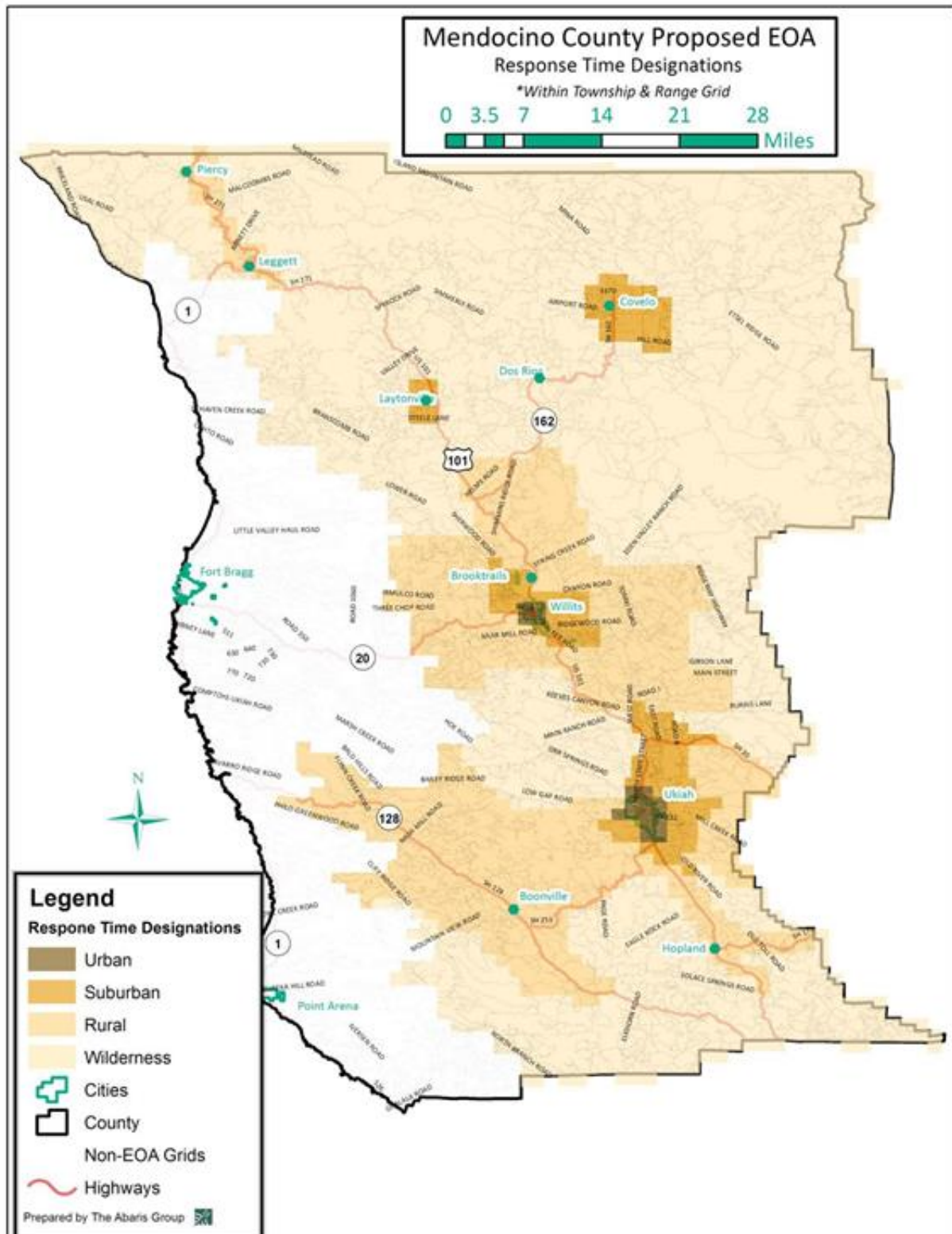


Figure 15

Attachment 5: Draft Contract

COUNTY OF MENDOCINO CONTRACT FOR EMERGENCY GROUND AMBULANCE SERVICES IN THE EXCLUSIVE OPERATING AREA

This Contract, dated as of _____, 2020, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code section 31000, COUNTY may retain independent CONTRACTOR to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY is authorized by law to develop an Emergency Medical Services (EMS) system, and has designated its Local Emergency Medical Services Agency (LEMSA) pursuant to the EMS and Prehospital Care Personnel Act (Health and Safety Code sections 1797 et seq., hereinafter referred to as the "EMS Act"); and

WHEREAS, COUNTY desires to obtain CONTRACTOR for Emergency Ground Ambulance Services in the Exclusive Operating Area (EOA), hereinafter referred to as "Services," as described within the Request for Proposal RFP# 56-17 dated February 2019 and has engaged in a competitive process pursuant to the EMS Act, and,

WHEREAS, the CONTRACTOR submitted a proposal ("Proposal") and has been selected by the COUNTY to provide Services and CONTRACTOR represents that it is highly qualified to provide said Services according to the terms and conditions herein stated; and

WHEREAS, in the judgment of the COUNTY, it is necessary and desirable to retain the Services of CONTRACTOR for the performance of this Contract; and

WHEREAS, CONTRACTOR is willing to provide such Services on the terms and conditions set forth in this Contract and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the Services described herein, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Contract, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Contract by this reference:

EXHIBIT A	EOA MAP AND RESPONSE ZONE CLASSIFICATIONS
EXHIBIT B	CONTRACTOR RATE SCHEDULE
EXHIBIT C	COUNTY REQUEST FOR PROPOSAL
EXHIBIT D	CONTRACTOR PROPOSAL SUBMITTED IN RESPONSE TO RFP
EXHIBIT E	INSURANCE REQUIREMENTS
EXHIBIT F	LIST SERVICE SUBCONTRACTORS
EXHIBIT G	CONTRACTOR CLINICAL PERFORMANCE OVERSIGHT PLAN

The term of this Contract shall be from March 1, 2020 through February 28, 2025.

SIGNATURE

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: _____
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Govern
Code section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

By signing above, signatory warrants and represents
that he/she executed this Agreement in his/her
authorized capacity and that by his/her signature on
this Agreement, he/she or the entity upon behalf of
which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

Date: _____

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

DEFINITIONS

For the purpose of this Contract the following terms shall have the meaning given herein.

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

ALS Unit – An ambulance especially equipped to provide Advanced Life Support services, staffed by at least one EMT-1 and one EMT-P.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Average Response Time – A response time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

Basic Life Support (BLS) – As defined in Health and Safety Code section 1797.60.

BLS Unit – As defined in Health and Safety Code section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Chronic Referrals – Chronic referrals for mutual response in rural areas of the COUNTY are defined as any three (3) consecutive months where five (5) or more requests are referred to an outside agency.

Code-2 Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with LEMSA policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code-3 Call – Any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with LEMSA policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch (CAD) – A system consisting of associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Demand Analysis – The deployment of ambulances in a specific service area based on experience and the predicted likelihood of requests for service in that area at the time deployed.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Medical Dispatch (EMD) – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g. CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

Emergency Medical Technician-Paramedic (EMT-P) – Individual whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

EMS Agency – The agency, established by the County, which monitors the medical control and standards of the County EMS system.

En route Time (Out of Chute) – The elapsed time from unit alert to unit en route. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

Exclusive Operating Area (EOA) – Exclusive Operating Area as defined in Health and Safety Code section 1797.85.

First Responder – An agency with equipment and staff (e.g. fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Full Costs – The total costs including baseline plus marginal costs to achieve a new program.

Health Information Exchange (HIE) – Transmission of healthcare-related data among facilities, health information organizations and government agencies according to national standards.

Intervention Time – The actual time spent by field personnel directly with the patient, including treatment at the scene and transport to the destination.

Local EMS Agency (LEMSA) – The agency, established by the COUNTY, which monitors the medical control and standards of the COUNTY EMS system.

Marginal Costs – the difference between the existing or baseline cost and the new cost necessary for an existing entity to achieve a new program.

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director – shall mean the COUNTY LEMSAs Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mobile Intensive Care Nurse (MICN) – A Registered Nurse who is authorized to give medical direction to advanced life support personnel from a base hospital under direction of a base hospital physician.

Mutual Aid – shall refer to: 1) responses into the COUNTY EOA from a ground transport provider outside the EOA for the purpose of assisting the CONTRACTOR with emergency and/or non-emergency requests for service; 2) responses by the CONTRACTOR to service areas outside the COUNTY EOA for the purpose of assisting the ground transport provider in an adjacent service area.

Online Compliance Utility (OCU) – Software that automates the process of administering contract compliance through data mining and interpretation. For example, determining whether an ambulance arrived on time based on defined criteria.

Outlier – Any call where the ambulance arrives at or exceeding the maximum specified response time.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also known as an EMT-P.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in COUNTY shall be one (1) EMT-P and one (1) EMT-1.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post-to-Post Move – Movement of an ambulance from one designated posting (positioning) location to another designated post.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit-hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

Response Time – The actual elapsed time between receipt by the CONTRACTOR of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Revenue – Increases to equity from any source. Ambulance sales are usually reported as gross (billed) revenue amounts or in net terms that reflect adjustments for write-offs.

Standby Service – The dispatch of an emergency ambulance unit(s) by COUNTY Dispatch or other PSAP authorized by the COUNTY at the specific request of a public safety agency to a position of immediate availability.

Status "0" – Any point during operations where the number of available ambulances available to be dispatched is 0.

System Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Controller (SSC) – Personnel with special SSM training who are responsible for on-line implementation and management of the system status plan.

System-Status-Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Manager – An experienced System Status Controller with advanced SSM training (Level 3) that manages control center operations and oversees the development and continuous refinement of the SSP.

System Status Plan – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Transport Volume – The actual number of requests for service that result in patient transport.

Unit Activation Time – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is actually en route to the scene.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Utilization – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

Workload – measure of work performed by on-duty units during any given period of time.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:**

No relationship of employer and employee is created by this Contract; it being understood and agreed that CONTRACTOR is an Independent CONTRACTOR. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Contract or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Contract, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY and LEMSA, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

3. **INSURANCE AND BOND**

a) **GENERAL PROVISION**

At all times during the term of this Contract, and throughout any extension periods, CONTRACTOR shall maintain in force current insurance coverage and bonds as specified

in Exhibit E. All such insurance shall be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to the COUNTY. With respect to performance of work under this Contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described in Exhibit E.

b) DOCUMENTATION

The following documentation shall be submitted to the COUNTY Executive Office:

1. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Contract. CONTRACTOR agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the COUNTY for the Contract duration.
2. Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Contract. CONTRACTOR agrees to maintain current endorsements evidencing the above-specified requirements on file with the COUNTY for the duration of this Contract.
3. Upon COUNTY's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of COUNTY's request.
4. After the Contract has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

c) POLICY OBLIGATIONS

CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

d) MATERIAL BREACH

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, the same shall be deemed a Material Breach of this Contract. COUNTY, in its sole option, may terminate this Contract and obtain damages from CONTRACTOR resulting from said breach. These remedies shall be in addition to any other remedies available to the COUNTY.

4. WORKERS' COMPENSATION

CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Contract.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY

- a. In performing services under this Contract, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. To the furthest extent permitted by law, CONTRACTOR shall assume the defense of, indemnify and hold harmless COUNTY and LEMSA, their officers, agents, and employees, from and against any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Contract, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Contract. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. TAXES

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

7. OWNERSHIP OF DOCUMENTS

CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Contract, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibits C and D of this Contract have been fully performed.

The COUNTY's rights under this Paragraph 7 shall not extend to any computer software used to create such Documents and Materials.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The CONTRACTOR further covenants that no person having any such interest is presently employed or shall be employed in the future.

9. NOTICES

All notices, requests, demands, or other communications under this Contract shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (e.g., Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Janelle Rau

To CONTRACTOR: [Name of CONTRACTOR]
[Number and Street]
[City, State, Zip Code]
ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Contract.

10. **USE OF COUNTY PROPERTY**
CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Contract.
11. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS**
CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
- a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Contract, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
12. **DRUG-FREE WORKPLACE**
CONTRACTOR must certify that it will provide a drug free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.
CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a Material Breach of this Contract.
13. **ENERGY CONSERVATION**
CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
14. **COMPLIANCE WITH LICENSING REQUIREMENTS**
CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever natures that are legally required to practice their respective professions.

15. AUDITS; ACCESS TO RECORDS

CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements required by this Contract, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement made by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Contract. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the five (5) year period following termination of this Contract or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for five (5) years after the CONTRACTOR makes the final or last payment or within five (5) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Contract are closed, whichever is later.

16. DOCUMENTS AND MATERIALS

CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Contract, all Documents and Materials, as defined in Paragraph 7 of this Contract. CONTRACTOR's obligations under the preceding sentence shall continue for five (5) years following termination or expiration of this Contract or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for five (5) years following the CONTRACTOR's last payment to COUNTY under this Contract.

17. TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Contract that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

18. TERM OF CONTRACT AND EXTENSION PROVISIONS

INITIAL TERM

The initial term of this Contract shall begin on Implementation Date and shall terminate five (5) years later, unless extended as provided for herein.

EXTENSION OF CONTRACT

This Contract may be extended by the COUNTY and LEMSA, within their sole discretion, for two (2) extension periods of two and a half (2.5) years each, for a maximum of ten (10) years based on superior performance. Any decision regarding possible renewal of this Contract or any extension thereof shall be made at least 18 months prior to the scheduled termination date so

that if no extension is approved, a new RFP process may be conducted on a schedule that will identify the new contractor and allow reasonable time for CONTRACTOR and incoming contractor to plan and execute an orderly transition (transition period).

19. TERMINATION:

COUNTY and LEMSA have and reserve the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR with or without cause at any time upon giving the CONTRACTOR notice. Such notice shall be in writing and may be issued by the LEMSA, the County Chief Executive Officer, or any other person designated by the Mendocino County Board of Supervisors.

20. END TERM PROVISIONS:

a. GENERAL

In the event CONTRACTOR is not awarded the contract by COUNTY and LEMSA's next RFP process, CONTRACTOR shall continue to provide services during the transition period, and shall assist COUNTY, LEMSA and the new contractor in effecting a safe and orderly transition. The following provisions are designed to protect the interests of both CONTRACTOR and LEMSA during the period of transition from one contractor to another.

b. END TERM EQUIPMENT REPLACEMENT

LEMSA recognizes that CONTRACTOR's equipment replacement schedules cannot be made to coincide with LEMSA's procurement cycles. CONTRACTOR may find it difficult to arrange replacement of equipment toward the end of the Contract term, unless special arrangements are made through the LEMSA. To that end, CONTRACTOR may request a waiver during the final extension, providing CONTRACTOR can demonstrate a negative fiscal impact and that such waiver shall not compromise CONTRACTOR's other performance requirements set forth herein and shall not jeopardize public health and safety.

c. TRANSFER OF NAME AND GOODWILL

Upon termination of this Contract, and if CONTRACTOR is not the winner of COUNTY and LEMSA's next RFP process, COUNTY and LEMSA may require CONTRACTOR to cease doing business using the COUNTY approved vehicle logo and markings. CONTRACTOR shall convey to LEMSA and/or its new contractor, all rights to business for Emergency Ground Ambulance Services pursuant to the exclusive operating provisions of this Contract that have been developed by CONTRACTOR during the term of this Contract. This shall include, but not be limited to, any trademark, copyright, or other exclusive rights which CONTRACTOR has acquired in COUNTY approved vehicle logo and markings.

d. PERIODIC RFP PROCESS

By entering into this Contract, including the competitive award of certain market rights, CONTRACTOR acknowledges and accepts periodic RFP process, as structured under this or subsequent contracting procurement processes, as a safe, fair and economically effective method of awarding and periodically reallocating business and market rights in the Emergency Ground Ambulance Service industry.

21. MAJOR BREACH AND EMERGENCY TAKEOVER PROVISIONS:

a. MAJOR BREACH DEFINITIONS

Conditions and circumstances which shall constitute a Major Breach of this Contract by CONTRACTOR shall include the following:

1. Failure of CONTRACTOR to operate services in a manner which enables the LEMSA and CONTRACTOR to remain in substantial compliance with the

- requirements of the applicable federal, state, and local laws, rules, and regulations. Minor infractions of such requirements, as determined in the sole discretion of the LEMSA, shall not constitute a Major Breach of this Contract.
2. Failure to comply with Response Time requirements within any response zone or combination of zones for three (3) consecutive periods, or four (4) periods over two (2) calendar years, shall be considered a Major Breach of this Contract. Failure to comply with Response Time requirements within any response zone or combination of zones for two (2) consecutive periods, or three (3) periods over two (2) calendar years, shall be considered a Minor Breach of this Contract.
 3. Failure to maintain in force throughout the term of this Contract, including any extensions thereof, the insurance coverages required herein.
 4. Failure to provide a replacement performance security in a form acceptable to the LEMSA, as required by this Contract, which failure shall be deemed to be a Major Breach endangering the public's health and safety.
 5. Multiple or un-remediated failures to correct any Minor Breach within a reasonable period of time after written notice from the LEMSA.
 6. Any act or omission of CONTRACTOR which, in the reasonable opinion of the LEMSA Director, poses a serious risk and threat to public health and safety.
- b. **NOTICE TO CONTRACTOR**
If it appears that any of the conditions or circumstances set forth above exists or has occurred, then the LEMSA Director shall notify CONTRACTOR in writing of such existence or occurrence. CONTRACTOR shall have a period of time, which shall be reasonable under the circumstances as determined by LEMSA, in its sole discretion, but no less than thirty (30) days, to take appropriate remedial action to correct the deficiencies. CONTRACTOR and LEMSA staff shall attempt in good faith and with all reasonable effort to resolve the allegations between and among themselves without recourse to other remedies available herein.
- c. **MAJOR BREACH**
If an allegation of Major Breach has not been resolved under the above provisions, LEMSA Director shall notify CONTRACTOR and the Board of Supervisors in writing for the Board of Supervisors to conduct a meeting as set forth pursuant to below.
- d. **MINOR BREACH**
If LEMSA finds that only a Minor Breach has occurred, or that a Major Breach has occurred, but the public health and safety would not be endangered by allowing CONTRACTOR to continue its operations, then LEMSA may require other actions, short of referring the Major Breach to the Board of Supervisors, as it deems appropriate under the circumstances.
- e. **BOARD OF SUPERVISORS REVIEW**
1. After CONTRACTOR is given reasonable notice, the COUNTY Board of Supervisors shall hold a public meeting upon the LEMSA Director's recommendations. The Board shall receive and consider any additional information and evidence on the matter which CONTRACTOR or others may wish to present, and determine whether a Major Breach of this Contract has occurred and whether said breach is such that the public health and safety would be endangered by allowing CONTRACTOR to continue its operations under this Contract. If the Board of Supervisors finds that a Major Breach has occurred, it shall declare this Contract terminated and commence action to affect an immediate takeover by LEMSA of CONTRACTOR's operations.

2. If the Board of Supervisors finds that only a Minor Breach has occurred, or that a Major Breach has occurred but that the public health and safety would not be endangered by allowing CONTRACTOR to continue its operations, the Board of Supervisors may take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.
- f. **EXPEDITED HEARING PROCESS**
If in the judgment of the LEMSA Director, it appears a condition or circumstance of Major Breach exists and has not been cured, the LEMSA Director, after giving notice to CONTRACTOR, may take the matter directly and immediately to the Board of Supervisors for its determination under the above provisions.
- g. **NOTICE OF TERMINATION AND/OR TAKEOVER**
Pursuant to the above provisions, the Board of Supervisors shall have the right to terminate and takeover services provided under this Contract or to pursue any appropriate legal remedy in the event of a Major Breach. In such instance, the LEMSA shall provide written notice to CONTRACTOR specifying the date and time of intended termination and takeover.
- h. **DECLARATION OF PUBLIC HEALTH OFFICER AND LEMSA MEDICAL DIRECTOR**
The parties understand and agree that the COUNTY Public Health Officer and LEMSA Medical Director may determine that the facts constituting a Major Breach pose a risk and immediate threat to the general public health and safety. In the event that the Public Health Officer and LEMSA Medical Director declare that the facts constituting a Major Breach pose a risk or threat to the general public health and safety, the Public Health Officer and LEMSA Medical Director shall have the right to terminate immediately, cancel or takeover services provided under this Contract or to pursue any appropriate legal remedy in the event of a Major Breach. In such instance, the Public Health Officer and LEMSA Medical Director shall provide reasonable written notice, as determined in the sole discretion of the Public Health Officer and LEMSA Medical Director, to the CONTRACTOR specifying the date and time of intended termination or takeover.
- i. **EMERGENCY TAKEOVER**
If the Board of Supervisors finds that a Major Breach has occurred and that the public health and safety would be endangered by allowing CONTRACTOR to continue its operations, CONTRACTOR shall cooperate fully with the COUNTY AND LEMSA to affect an immediate takeover by the LEMSA of CONTRACTOR's equipment and vehicles. Such takeover may be affected as set forth in the above provisions.
- j. **EQUIPMENT AND VEHICLES**
All of CONTRACTOR's equipment, vehicles, and related property, including, but not limited to, medical equipment and supplies and facilities necessary for the performance of Services shall be deemed assigned to the COUNTY during the takeover period. CONTRACTOR shall promptly deliver to the COUNTY all equipment, including, but not limited to, ambulances, quick response vehicles, supervisor vehicles, sites used to house equipment, vehicles and staff, maintenance facilities and communications equipment used in providing Emergency Ground Ambulance Services under this Contract. CONTRACTOR's assignment to COUNTY shall include the number of vehicles used by CONTRACTOR's SSP for the peak hour of the day, peak day of the week, for Emergency Ground Ambulance Services under the terms of this Contract. Each vehicle shall be equipped at a level in accordance with its utilization in CONTRACTOR's System Status Plan and in accordance with LEMSA policies, including all supplies necessary for minimum stocking levels of such vehicles.

k. PAYMENT BY COUNTY

CONTRACTOR shall be required to deliver the above delineated vehicles and equipment to COUNTY in mitigation of any damages resulting from CONTRACTOR's breach. COUNTY shall pay monthly rent to CONTRACTOR equal to the aggregate monthly amount of CONTRACTOR's debt service and/or lease payments on all facilities, equipment or vehicles used in the performance of this Contract that are financed to a purchase or lease schedule as documented by CONTRACTOR, at the Director of LEMSA's request and verified by COUNTY's Auditor. Payments for COUNTY use of vehicles, equipment or facilities that are wholly owned by CONTRACTOR at the time of takeover shall be based on the fair market value, taking into account the age and condition of the items and presenting a payment schedule that is based on an interest free amortization schedule for the then current anticipated useful life of the equipment which in no event shall be longer than the life remaining on CONTRACTOR's depreciation schedule determined in accordance with GAAP. COUNTY's Auditor shall arrange for an independent third party to determine the fair market value of such items and the payment schedule that will prevail during the term of the takeover. COUNTY's Auditor shall disburse any payments that are made to either CONTRACTOR or CONTRACTOR's obligee during the takeover period. Such payments shall be made within forty-five (45) days of takeover and every 45 days thereafter. LEMSA shall also be entitled to utilize, at CONTRACTOR's cost, all other services and supplies of CONTRACTOR or available to CONTRACTOR not previously addressed including billing services, maintenance, administrative consulting and management services. CONTRACTOR shall assign all applicable service, supply or other Contracts to COUNTY or, if such Contracts require consent for assignment, shall use its best efforts to obtain such consent.

l. TAKEOVER COOPERATION

1. Consistent with the above provisions, CONTRACTOR shall cooperate completely and immediately with the COUNTY and LEMSA to effect an immediate takeover by COUNTY and LEMSA of CONTRACTOR's operations. Such takeover shall be effective immediately or such other period as the LEMSA may determine, after such finding of Major Breach as determined by the Board of Supervisors or the Public Health Officer as set forth in this Section. The COUNTY and LEMSA shall attempt to keep whole the existing staff and operations until such time as either a new RFP can be issued and a new contractor secured or another alternative method of ensuring the continuation of services can be affected. CONTRACTOR shall not be prohibited from disputing any such finding of Major Breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by COUNTY and LEMSA.
2. Any Subcontractor contracts shall remain in effect during any Emergency Takeover process. As such, all Subcontractor contracts should permit such continuation of Services during any dispute, termination, or other interruption in CONTRACTOR's Services.
3. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of the public health and safety, and any legal dispute concerning the finding that a Major Breach has occurred shall be initiated and shall take place only after the Emergency Takeover has been completed, and shall not, under any circumstances, delay the process of the Emergency Takeover of COUNTY access to performance security funds or to CONTRACTOR's equipment.

4. CONTRACTOR's cooperation with and full support of such termination of this Contract and Emergency Takeover, as well as CONTRACTOR's immediate release of performance security funds to COUNTY, shall not be construed as acceptance by CONTRACTOR of the finding of Major Breach, and shall not in any way jeopardize CONTRACTOR's right to recovery should a court later find that declaration of Major Breach was made in error. However, failure on the part of CONTRACTOR to cooperate fully with COUNTY and LEMSA to effect a safe and smooth takeover of operations shall itself constitute a Major Breach of this Contract, even if it was later determined that the original declaration of Major Breach by the Provider Compliance Committee was made in error.

The Board of Supervisors shall be the final authority for the COUNTY. If the Board of Supervisors declares the CONTRACTOR to be in Major Breach of this Contract on grounds other than performance deficiencies deemed to be dangerous to the public health and safety, CONTRACTOR may dispute the Board of Supervisor's claim of Major Breach without allowing takeover of operation by the COUNTY and LEMSA prior to legal resolution of the dispute. This Section shall not apply if the Public Health Officer determines there is an immediate risk to the public health and safety pursuant to above.

22. CHOICE OF LAW

This Contract, and any dispute arising from the relationship between the parties to this Contract, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

23. VENUE

All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

24. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ADVERTISING OR PUBLICITY

CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

26. ENTIRE CONTRACT: This Contract, including all attachments, exhibits, and any other documents specifically incorporated into this Contract, shall constitute the entire Contract between COUNTY and CONTRACTOR relating to the subject matter of this Contract. As used herein, Contract refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Contract supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Contract may not be modified except by a written document signed by both parties. The RFP and Proposal are attached hereto as Exhibits C and D, respectively.

27. **HEADINGS**
Herein are for convenience of reference only and shall in no way affect interpretation of this Contract.
28. **MODIFICATION OF CONTRACT**
This Contract may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Contract shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE**
If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Contract or that CONTRACTOR may fail to complete the Services as required by this Contract, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a Material Breach under this Contract.
30. **SUBCONTRACTING/ASSIGNMENT**
CONTRACTOR shall not subcontract, assign or delegate any portion of this Contract or any duties or obligations hereunder without the COUNTY and LEMSA's prior written approval.
- a. Neither party shall, on the basis of this Contract, contract on behalf of or in the name of the other party. Any Contract that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall identify subcontractors identified in Exhibit F and shall not substitute subcontractors without COUNTY and LEMSA's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Contract, regardless of the terms of any Contract between CONTRACTOR and its subcontractors.
31. **SURVIVAL**
The obligations of this Contract, which by their nature would continue beyond the termination on expiration of the Contract, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 7), and Conflict of Interest (Paragraph 8), shall survive termination or expiration for two (2) years.
32. **SEVERABILITY**
If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Contract would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR** warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute,

perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

34. The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
35. CONTRACTOR shall cooperate with County and LEMSA in the performance of all work hereunder.
36. CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby agrees to provide all services under this Contract in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY and LEMSA shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Contract pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[END OF GENERAL TERMS AND CONDITIONS]

SCOPE OF WORK

1. GENERAL RESPONSIBILITIES AND DUTIES OF CONTRACTOR

- a. Personnel, Equipment and Materials Required. Beginning on the Implementation Date and throughout the term of this Contract, CONTRACTOR shall provide the personnel, equipment and materials necessary to provide Emergency Ground Ambulance Services within the EOA and other services as described herein to persons in need thereof. With regard to CONTRACTOR's responsibilities set forth in this Contract, the terms "provide", "operate", or "furnish" shall mean to perform, make available or utilize either directly through CONTRACTOR's personnel and resources or through sub-contracts or other Contracts which have been approved by the LEMSA, the services, personnel, materials or supplies required herein. CONTRACTOR shall comply with the COUNTY EMS Ordinance, EMS Plan and all applicable LEMSA policies, procedures, protocols and directives issued by the EMS Medical Director in accordance with law. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including but not limited to the requirements of the United States Department of Health and Human Services, Health Care Financing Administration, California Highway Patrol, California Department of Health Services, California EMS Authority and the County of Mendocino. CONTRACTOR's obligations are set forth in detail in the provisions of this Contract and accompanying attachments.
- b. In-Service Training Required. CONTRACTOR shall provide or contract for employee in-service training, as set forth in CONTRACTOR's Proposal, which will allow field personnel to meet and maintain state and local certification, accreditation, and licensure standards. Such in-service programs shall include training on LEMSA policies and procedures, field care audits, grief support training, peer support, critical incident stress management, driver training, multi-casualty/disaster training, and training in radiologic/nuclear/biological/chemical/explosive weapons.
- c. EMS System Interaction. CONTRACTOR shall participate regularly in all aspects of development of the local EMS System including, but not limited to the following: (1) Expanded scope of practice treatment and equipment programs; (2) First Responder, EMT-1, Paramedic, MICN, Base Hospital physician, and ride-along programs; (3) Disaster exercises and drills; and (4) Continuing education programs.
- d. Equipment Maintenance. CONTRACTOR shall provide or contract for equipment maintenance. CONTRACTOR shall be responsible for installing and maintaining all radio equipment on the appropriate frequencies as required to comply with the terms of this Contract.
- e. Materials and Supplies. CONTRACTOR shall furnish all fuel, lubricants, repairs, initial supply inventory and all supplies (except those replaced by hospitals). CONTRACTOR shall maintain, through a combined inventory of its COUNTY operating locations, sufficient supplies and equipment, excluding fuel, lubricants and repair items, to sustain local operations for a minimum of fourteen (14) days.
- f. Policies and Working Relations. CONTRACTOR shall develop, negotiate, and maintain personnel policies, patient care policies, equipment rotation program, hospital relationships where appropriate, and maintain good working relations with other health care provider organizations and personnel.

- g. First Responder Relations. CONTRACTOR shall maintain good working relationships with First Responder agencies and personnel.
- h. Posting Locations. CONTRACTOR shall maintain Ambulance post locations pursuant to its System Status Plan (SSP) on file with the LEMSA.
- i. Law Enforcement Relations. CONTRACTOR shall maintain good working relationships with area law enforcement agencies.
- j. Professional Conduct of Personnel. CONTRACTOR shall ensure courteous and professional appearance and conduct of its personnel at all times.
- k. Professional Equipment and Facilities. CONTRACTOR shall maintain neat, clean, and professional appearance of equipment and facilities.
- l. Mutual Aid Contracts. CONTRACTOR shall develop mutually beneficial support contracts with neighboring Ambulance Services, subject to approval by the LEMSA.
- m. Reputation. CONTRACTOR shall promote and maintain a good reputation through participation in published research and industry affairs, prompt response, and follow-up to inquiries and complaints.
- n. Training. CONTRACTOR shall provide, upon request, basic First Responder in-service training, and Paramedic-assist training to First Responder personnel.
- o. Continuous Quality Improvement Program
 - 1) CONTRACTOR shall maintain a comprehensive continuous quality improvement (CQI) program approved by the LEMSA and consistent with the LEMSA's CQI program. CONTRACTOR shall not modify its approved CQI program without the prior approval of the LEMSA.
 - 2) CONTRACTOR's CQI program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care.
 - 3) CONTRACTOR agrees that CONTRACTOR's Medical Director and clinical quality improvement staff will have significant levels of interaction and collaborative involvement with the EMS Medical Director and quality improvement staff.
 - 4) CONTRACTOR's CQI program shall incorporate all activities and components delineated in its Proposal and shall meet all of the requirements set forth in the RFP.
 - 5) CONTRACTOR shall provide CQI staff to coordinate and manage CONTRACTOR's CQI activities, including a physician Medical Director who shall meet regularly with the LEMSA Medical Director and participate in the LEMSA quality improvement activities and committees and other staff as required by the LEMSA.
 - 6) In accordance with this Section, CONTRACTOR shall use benchmarking of key clinical indicators and key performance indicators as tools for measuring CONTRACTOR's performance. CONTRACTOR shall provide quarterly reports detailing progress in those items according to a schedule approved by the

LEMSA. CONTRACTOR shall provide data developed through its CQI process to the LEMSAs for use in evaluating EMS system performance and in setting system improvement goals. CONTRACTOR shall incorporate any COUNTY approved benchmarking tools developed during the term of this Contract into CONTRACTOR's CQI process.

- 7) CONTRACTOR shall establish and maintain a CQI mechanism to allow customers and system participants the ability to communicate directly with CONTRACTOR regarding concerns or suggestions for service improvements. CQI contact information will be published at local healthcare facilities, First Responder stations, and public safety agencies. Members of the CONTRACTOR's CQI team are to be automatically notified of incoming calls. Incidents that require feedback are to be attended to by the end of the following week.
 - p. Permits and Certification. CONTRACTOR shall maintain all appropriate and required state and local vehicle permits.
 - q. Implementation of LEMSAs Policies. CONTRACTOR shall cause LEMSAs policies to be properly implemented. CONTRACTOR shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. CONTRACTOR shall also respond to all quality improvement and incident reports in accordance with established LEMSAs policies.
 - r. Financial implications of Operations. When requested, CONTRACTOR shall advise the LEMSAs concerning financial implications of operational changes under consideration by either CONTRACTOR or LEMSAs.
 - s. Data, Billing and Collection. CONTRACTOR shall operate a data processing, billing collection, and reporting system as set forth herein.
 - t. Paramedic Preceptors. In coordination with the Base Hospital Medical Directors, Paramedic training programs, and LEMSAs, CONTRACTOR shall provide Paramedic preceptors for prehospital training programs.
 - u. Reports to LEMSAs. CONTRACTOR shall provide data, reports, and records to the LEMSAs as set forth herein.
2. MEDICAL CONTROL
- a. Medical Control Authority. CONTRACTOR acknowledges that the LEMSAs Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of Ambulance and prehospital EMS care are maintained within the COUNTY and that the Medical Director has the authority for establishing the required drug inventories and Medical Protocols and that CONTRACTOR, its employees, and all personnel providing services under sub-contract(s) or Contracts are subject to said plan, policies, standards, and protocols.
 - b. Adherence to Medical Control Standards. The LEMSAs has an established system of medical control through the LEMSAs Medical Director of the EMS System. CONTRACTOR shall adhere to the standards of medical control established by the LEMSAs.

- c. Compliance with Laws and Policies. CONTRACTOR shall comply with the COUNTY EMS Ordinance, EMS Policies and Protocol Manual and other directives, e.g., special memos, which may be issued under the LEMSA Medical Director's authority.
 - d. CONTRACTOR's Medical Director. CONTRACTOR shall provide a physician Medical Director who will oversee and coordinate the CONTRACTOR's clinical performance consistent with the provisions of the RFP, Proposal and Contract. The CONTRACTOR's Medical Director shall be a physician Board certified in Emergency Medicine or equivalent Emergency Medicine experience and approved by the LEMSA. The CONTRACTOR's Medical Director shall work with the LEMSA Medical Director and the physicians of the EMS system to ensure compliance by the CONTRACTOR and subcontractors with the clinical standards established for the COUNTY EMS system.
3. EMERGENCY GROUND AMBULANCE SERVICES
- a. CONTRACTOR shall be responsible for providing one hundred percent (100%), twenty-four (24) hour per day coverage for all requests for Emergency Ground Ambulance Services for the term of this Contract within the EOA. For all requests for Emergency Ground Ambulance Services within the EOA, CONTRACTOR shall respond with the appropriate level of service ambulance as defined by the emergency medical dispatch LEMSA policy. Provision of Emergency Ground Ambulance Service includes all interfacility transports within the EOA, regardless of the level of service.
 - b. All of the following transports originating in the EOA, except those Specialty Transport exclusions set forth below, shall be referred to CONTRACTOR. CONTRACTOR shall provide all Ambulance response and ground transports in response to the following:
 - 1) Emergency Ambulance Service;
 - 2) All 9-1-1/PSAP requests Emergency Response, BLS or ALS level;
 - 3) All requests for immediate Emergency Ambulance Service transmitted through an authorized 9-1-1/PSAP;
 - 4) All requests for Emergency Ground Ambulance Services made directly to CONTRACTOR or another Ambulance or public safety dispatch center through a seven-digit telephone call request without going through an authorized 9-1-1/PSAP;
 - 5) All ground interfacility transport (IFT) requests requiring the services of an BLS, ALS, or critical care transport (CCT) ambulance;
 - 6) All "Special Events" requiring the presence of an ambulance, regardless of level of service requested; and
 - 7) All "Special Events" requiring ALS level of service, even if there is no ambulance required.
 - c. Interfacility Transports. Provision of Emergency Ground Ambulance Service includes interfacility transports originating within the EOA. CONTRACTOR understands and agrees that the LEMSA may assess Liquidated Damages to CONTRACTOR for poor interfacility transport performance consistent with the late response Liquidated Damages provisions set forth herein.
 - d. Specialty Transports. Air medical (e.g., helicopter, fixed-wing), neonatal, and pediatric transports are not included in the scope of exclusivity covered by this Contract, but

CONTRACTOR may provide those services on a non-exclusive basis.

- e. Wheel Chair Van and Litter Van Service. CONTRACTOR may provide wheel chair van and litter service (as those terms are defined in Title 13 of the California Code of Regulations) within the EOA for those calls which do not require Ambulance transportation. These may be provided on a non-exclusive basis.
 - f. Special Events. CONTRACTOR shall provide Ambulance standby for Special Events coverage. CONTRACTOR shall make every attempt to negotiate a fair and reasonable charge for such services. CONTRACTOR shall be responsible for ensuring standby Emergency Ground Ambulance Services are provided at Special Events. On-site medical aid services for Special Events are not included within the exclusive scope of the EOA.
 - g. Public Information and Education. CONTRACTOR shall participate in and provide personnel and equipment to perform demonstrations at health fairs and other related events to promote EMS awareness and education.
 - h. CONTRACTOR shall establish and maintain a community CPR/First Aid training and education program subject to the review and approval of the LEMSA.
4. **RESPONSE TIME STANDARDS**
- a. The overall Response Time performance requirement for services under this Contract is intended to ensure that CONTRACTOR responds to and arrives at each incident with an appropriate ambulance resource in accordance with established standards. The standards set forth herein establish the level of Response Time performance required by CONTRACTOR for calls within the EOA. During the term of this Contract, Response Time standards may be modified at any time by the LEMSA. These modifications shall be consistent with the modifications in EMS operational and medical standards which are developed by the LEMSA. CONTRACTOR shall be notified no less than sixty (60) days prior to the effective date of the modification and CONTRACTOR shall define the contract impact within thirty (30) days of implementation.
 - b. CONTRACTOR shall respond to all 9-1-1 system requests for Emergency Ground Ambulance Services with the appropriate level of ambulance. The Response Time clock for an ambulance will not be stopped until the arrival of an ambulance of appropriate level (i.e., BLS or ALS).
 - c. Response Time Performance Calculation. Response Times are measured and calculated on a regular basis for each response compliance zone within each of the seven individual EOA zones. The three zones are set forth in the EOA map attached hereto as Exhibit A. Each of the seven zones has been identified as urban, suburban, rural, or wilderness area based on population density. The designations in each of the seven zones are provided in the RFP attachments. Response Times shall be calculated from the time the CONTRACTOR has been alerted to the incident until the time the CONTRACTOR arrives on the scene with a fully functional and staffed ambulance. All Response Times are measured in minutes and seconds. CONTRACTOR shall document all Emergency Ground Ambulance Services and times as required by LEMSA procedures.
 - d. The Response Time standards as measured for each response compliance zone within each of the seven zones in the EOA, as shown in Exhibit A, shall be as follows:
 - 1) The Response Time for the ambulance on calls prioritized as Code-3 Calls, defined as all requests receiving a response with lights and siren for presumed life-threatening emergency conditions, shall be as follows:

- Urban: 90.00 percent of all calls in 11:59 minutes or less and no single calls at or exceeding 24:00 minutes.
- Suburban: 90.00 percent of all calls in 19:59 minutes or less and no calls at or exceeding 40:00 minutes.
- Rural: 90.00 percent of all calls in 29:59 minutes or less and no calls at or exceeding 60:00 minutes.
- Wilderness: Best effort with immediate dispatch and response.

- 2) The Response Time for the ambulance on calls prioritized as Code-2 Calls, defined as any call that does not require lights and siren, but must have an immediate response due to a presumption of an urgent, but non-life-threatening, medical condition, shall be as follows:

- Urban: 90.00 percent of all calls in 17:59 minutes or less and no single calls at or exceeding 36:00 minutes.
- Suburban: 90.00 percent of all calls in 29:59 minutes or less and no calls at or exceeding 60:00 minutes.
- Rural: 90.00 percent of all calls in 44:59 minutes or less and no calls at or exceeding 90:00 minutes.
- Wilderness: Best effort with immediate dispatch and response.

e. Healthcare Facility Calls

CONTRACTOR shall respond to hospital and healthcare facility requests for BLS or ALS interfacility transfer in the following manner and using the following definitions, consistent with EMS Policy No. 7013, "Interfacility Transfers."

- 1) Emergency Transfer – shall mean an emergency transfer by ambulance where immediate transfer may be requested when any delay in transferring the patient could result in placing the patient's health in immediate jeopardy. The transport provider retains a response-time requirement for these transfers just as they would for a Code 3 (emergency) 9-1-1 request to the facility's location. As these transfers may immediately remove an ambulance unit from the 9-1-1 system, facilities are expected to only request an emergency transfer when the patient's condition warrants such a response. It is understood that the requesting agency shall only request the emergency transfer such that the patient is prepared for transfer with all available transfer papers upon the arrival of the transfer unit.
- 2) Urgent Transfer – This should be requested when the patient's medical condition requires transport to a facility providing a higher level of care and is not considered to be in immediate jeopardy. These shall have a 59:59 minute response time requirement. Calls at or exceeding the maximum response time of 120:00 minutes will be subject to liquidated damages.
- 3) Pre-arranged Transfer – shall be a pre-arranged transfer for a medically stable patient. The timeliness of this type of transfer would have no foreseeable bearing on the patient's medical condition. Arrival should occur within 15 minutes of scheduled time.

- 4) Critical Care Transfer – When the level of service required exceeds ALS, the CONTRACTOR agrees to work with the hospital to supply a nurse on board the CONTRACTOR ambulance and return the nurse upon completion of the transport. When possible, partnerships with other nurse providers, such as air ambulance services, may provide this level of service without requiring a hospital nurse.
- f. CONTRACTOR shall maintain sufficient ambulance staffing to meet the needs of emergency, urgent, pre-arranged and critical care transfers with at least ninety percent (90.00%) compliance. Non-compliance with these standards for hospital response shall be forwarded to LEMSA for review and recommendation.
- g. CONTRACTOR shall respond to all urgent requests for an interfacility transfer (non CCT/Specialty Transport) such that the unit arrives within 59:59 minutes at least ninety percent (90.00%) of the time and no single call shall at or exceed 120:00 minutes. If the request is pre-arranged for a non-urgent transfer, the response time standard shall be within 15:00 minutes of the scheduled time. 7) Equipment failure, personal error, weather, traffic, or lack of a nearby ambulance shall not furnish grounds for release from late response Liquidated Damages or general response-time standards. If CONTRACTOR believes that any run or group of runs should be exempt from Response Time standards due to unusual circumstances beyond CONTRACTOR's reasonable control, CONTRACTOR may request that these runs be excluded from Response Time performance calculations and late response Liquidated Damages. Examples include call upgrades/downgrades, call cancellations, inaccurate address (due to reporting party), declared multi-casualty incident, and other disaster situations. If the LEMSA concurs that the circumstances are reasonable to allow such exemption, the LEMSA may allow such exemptions and applicable calls will be excluded from calculating performance.
- h. LEMSA may alter response zones from time to time based on ambulance industry standards as population, road access, and other relevant conditions change. LEMSA shall give CONTRACTOR notice and opportunity to be heard before amending response zones. LEMSA may request CONTRACTOR alter its SSP to respond to population trends. This may require CONTRACTOR adjusting its SSP to improve back-up and move-up-and-cover ambulances. CONTRACTOR shall negotiate in good faith with the LEMSA to revise its SSP to improve performance as determined by the LEMSA. CONTRACTOR also shall negotiate in good faith to revise the terms of this Contract if necessary to accommodate these changes.
- i. LEMSA may alter performance standards during the term of this Contract consistent with the modifications in EMS operational and medical standards developed by the LEMSA. LEMSA shall notify CONTRACTOR at least sixty (60) days in advance of the effective date of the modification. CONTRACTOR shall define the Contract impact within thirty (30) days of initiation. CONTRACTOR shall negotiate in good faith to revise the terms of this Contract if necessary to accommodate these changes.
- j. Performance Reports. The LEMSA shall review performance reports regarding CONTRACTOR's performance under the terms and conditions of this Contract and shall assess Liquidated Damages to be paid by CONTRACTOR as specified herein. Such reports shall include, but are not limited to, a summary report of all Response Time exceptions requested by CONTRACTOR. The reports shall provide a detailed explanation of all Response Time exception requests which CONTRACTOR chooses to submit for consideration. CONTRACTOR shall have a full opportunity to present any exculpatory or

mitigating evidence prior to LEMSA's determination concerning the assessment of any Liquidated Damages as set forth in this Contract.

5. FIRST RESPONDER COORDINATION

- a. To the extent allowable under Federal and State law, CONTRACTOR shall re-supply First Responder units at no cost with disposable medical supplies utilized in direct patient care on a one-for-one basis for emergency medical responses within the EOA. Expired disposable medical supplies shall be replaced in the same manner as expended medical supplies.
- b. CONTRACTOR shall implement and maintain a First Responder orientation program designed to acquaint all COUNTY public safety and First Responder agencies with CONTRACTOR's equipment and response system.
- c. For all equipment left with a patient, CONTRACTOR shall provide appropriate information to enable all equipment to be returned within 24 hours. In addition, CONTRACTOR shall establish a mechanism to ensure that all First Responder staff who accompanies CONTRACTOR to the hospital will be returned to their station.
- d. CONTRACTOR shall respond to hazardous materials incidents, working fires, and law enforcement standbys upon request by any public safety agency or dispatch center within the EOA at no charge.
- e. CONTRACTOR shall provide a LEMSA approved First Responder training program as set forth in the RFP and Proposal attached hereto as Exhibits C and D, respectively. CONTRACTOR may charge a fee for such services at a level to recover its actual cost of providing such services.
- f. CONTRACTOR's internal continuing education programs shall be open to First Responder personnel. CONTRACTOR's regular calendar of training will be sent to all interested agencies.
- g. CONTRACTOR shall assist LEMSA in evaluating and implementing expanded scope programs for Paramedics, Advanced EMTs, EMTs and First Responder personnel.

6. DATA COLLECTION AND EVALUATION REQUIREMENTS

- a. CONTRACTOR shall maintain data collection and reporting systems as set forth in the RFP and Proposal attached hereto as Exhibits C and D respectively, except where the provisions of this Contract set forth a different requirement. The Data Collection and Evaluation Plan shall meet the minimum standards set forth herein.
- b. CONTRACTOR shall utilize the LEMSA selected electronic patient care report (ePCR) system, ImageTrend, or such other system as the LEMSA may otherwise designate. The ePCR system shall be used for patient care documentation, data collection and reporting.
- c. CONTRACTOR shall utilize COUNTY's selected electronic databases and be able to track individual patients from dispatch through billing and collection phases. Data collection and reporting methods shall also allow for data aggregation and cross tabbing in a format approved by the LEMSA. Data collection requirements shall be completed and submitted electronically on a schedule and in a format approved by the LEMSA.
- d. For each patient contacted, CONTRACTOR's personnel shall complete an ePCR and, for instances when a patient is transported to a LEMSA approved receiving facility,

CONTRACTOR shall furnish an electronic or paper copy of the ePCR to the receiving facility with at least the critical elements (see LEMSA policy) completed prior to the departure of its unit from that facility at least ninety percent (90.00%) of the time during any three-month audited time period. PCRs shall be one-hundred percent (100%) completed and the data available for review by the receiving hospital and the LEMSA within 24 hours during any three-month audited time period. Any exceptions to this requirement must be approved by the LEMSA.

- e. According to LEMSA policy, CONTRACTOR shall submit data, including CAD data for each response and patient care data as specified herein. In addition, CONTRACTOR shall produce such data within thirty (30) days of LEMSA's request.
- f. CONTRACTOR shall participate in response-time compliance by Response Time requirement and zone, including a list of all requested response-time exceptions using the COUNTY's Online Compliance Utility (OCU) (e.g., FirstWatch/PASS). These reports shall include compliance with response-time standards in a format approved by the LEMSA. The summaries shall sort by geographic zones, mutual aid-responses, call downgrades, call upgrades, and other data used to determine Contract compliance and health of the EOA. These summaries shall be produced within thirty (30) days after the end of each defined period. The LEMSA has selected FirstWatch/PASS to administer the response time compliance for this Contract. The goal is to automate as much of the compliance process as possible and minimize the workload on the LEMSA and CONTRACTOR. The cost of the Online Compliance Utility is included within the annual oversight and information technology costs due to the COUNTY. CONTRACTOR agrees to work with FirstWatch/PASS and the LEMSA to automate as much of the response time compliance process, as well as, other features offered by this OCU.
- g. CONTRACTOR shall submit quarterly reports to the LEMSA detailing quarterly and year to date information as specified below in a format approved by the Contract Administrator. Reports shall include data broken out as necessary to provide clear detail of the CONTRACTOR's fiscal health. Such reports shall be provided to the LEMSA within thirty (30) days after the last day of the preceding period. CONTRACTOR and Contract Administrator shall determine the best period (e.g., fiscal year, calendar year, contract year) for reporting such data. Reports detailing information directly related to the operations under this Contract shall include the following:
 - 1) Fixed asset schedule
 - 2) Profit and loss statement
 - 3) Aged accounts receivable
- h. CONTRACTOR shall submit, on an annual basis, records pertaining to the Contract based on generally accepted accounting principles as defined by the American Institute of Certified Public Accountants. Records shall be for the previous calendar year and shall be provided within ninety (90) days after the end of each calendar year of this Contract.
- i. In addition to the aforementioned reports and data, CONTRACTOR shall maintain records and data pertaining to its services as listed below. CONTRACTOR shall make available for review and inspection, upon request of the LEMSA, such reports and data as follows: (1) sales by pay source; (2) services provided by category (e.g., ALS, BLS, mileage) by financial classes; (3) sales by date of service; (4) accounts receivable aging report by payer source; (5) payment and adjustment journal; (6) collections by payer source; (7) summary of billings and collections (quarterly and annually); and (8) annual financial statements, specific to operations in COUNTY, ninety (90) days following the close of

fiscal year, including the following: fixed asset schedules, profit and loss statements, and aged accounts receivables.

- j. CONTRACTOR shall insure its data remains secure and is not subject to tampering. CONTRACTOR shall not seek economic gain from confidential data received from the 9-1-1 / PSAP in any manner unauthorized by law.

7. PERSONNEL

- a. Personnel Required. CONTRACTOR shall provide the personnel necessary to provide Emergency Ground Ambulance Services within the EOA and other services as described herein.
- b. Key Personnel. CONTRACTOR understands that the decision to award this Contract is based upon the qualifications of the CONTRACTOR, and upon the qualifications of key personnel presented in CONTRACTOR's Proposal. CONTRACTOR shall furnish the personnel identified in CONTRACTOR's Proposal, and throughout the term of the Contract, CONTRACTOR shall continue to furnish those same personnel or replacement personnel with equal or superior qualifications. CONTRACTOR shall not reduce or otherwise eliminate the number and functions of the key personnel as specified in its Proposal or as specified in this Contract without express written permission of the LEMSA.
- c. Management and Supervisory Personnel. The CONTRACTOR shall establish a management and supervisory system meeting the standards set forth by the CONTRACTOR in its Proposal and approved by the LEMSA. Management and supervisory personnel shall be in sufficient numbers and competencies to provide appropriate oversight of CONTRACTOR's personnel in accordance with CONTRACTOR's operating procedures, quality improvement plan and EMS policies and procedures.
- d. Field Evaluation. CONTRACTOR shall provide Field Training Officers to train and evaluate employees as set forth in its Proposal and in accordance with EMS policies and procedures.
- e. Emergency Vehicle Operations Course. CONTRACTOR shall ensure that all of its field personnel shall complete an Emergency Vehicle Operations Course. The LEMSA shall give prior approval to the curriculum of the Emergency Vehicle Operations Course. This course requirement shall apply to all field employees prior to receiving authorization to operate an emergency vehicle as a driver in the COUNTY. All field employees shall be required to complete an Emergency Vehicle Operations Course prior to driver authorization. The LEMSA may authorize a waiver of this requirement upon request from CONTRACTOR.
- f. Certification and Licensure of Personnel. CONTRACTOR shall ensure that all CONTRACTOR's employees functioning as emergency medical technicians and paramedics are appropriately certified, accredited, and licensed at both the State and local levels.
- g. Records and Credentials. CONTRACTOR shall maintain, and make available to LEMSA upon request, records and data pertaining to the certifications, licenses, and other applicable credentials of its employees and personnel used to provide services under this Contract.

- h. Wage and Benefits. CONTRACTOR shall, at a minimum, adhere to the wage and benefit package in accordance with the requirements in the attached RFP and Proposal.
- i. Employee Handbook. CONTRACTOR shall develop and maintain an Employee's Handbook describing the personnel policies and procedures utilized by CONTRACTOR in its operations. A copy of the current Employee Handbook shall be made available to LEMSA upon request.
- j. Administrative Representative. CONTRACTOR shall provide an administrative representative to the COUNTY fire and police chief organizations whenever requested. CONTRACTOR shall also routinely participate in the EMS committees and EMS training organizations as invited.
- k. EMS Incident Forms. CONTRACTOR shall furnish to all employees approved "EMS Incident Report Forms" and shall routinely furnish a copy of a completed form to the Contract Administrator in accordance with LEMSA policies.
- l. Competency and Conduct. All employees, subcontractors, or other persons used by CONTRACTOR in the performance of work under this Contract shall be competent and holders of appropriate permits, licenses, and certificates in their respective trades and professions. The LEMSA may request and CONTRACTOR shall take action in accordance with its personnel policies and procedures to affect the removal of or take appropriate disciplinary remedial action against any people used by the CONTRACTOR who misconduct themselves or are chronically incompetent or negligent in the due and proper performance of their duties. Such persons shall not be reassigned by the CONTRACTOR for provision of services under this Contract without the written consent of the LEMSA.
- m. Knowledge of EMS. The CONTRACTOR shall assure that all pre-hospital care personnel, including EMTs and paramedics provided under this Contract shall be knowledgeable and cooperative in the provision of Emergency Ground Ambulance Services or other services required under this Contract.
- n. Infectious Disease Exposure. CONTRACTOR shall provide testing and counseling services to all employees exposed to serious infectious diseases at no cost to the employee. CONTRACTOR shall ensure that such services and programs pertaining to infectious disease exposures are provided in accordance with the provisions of state and federal law.
- o. Employee Assistance Program. CONTRACTOR shall provide its employees with an Employee Assistance Program that offers counseling services for mental health and substance abuse.
- p. Occupational Health Services. CONTRACTOR shall maintain an in-house program related to occupational health for its employees at no cost to the employee.
- q. Immunization and Testing Program. CONTRACTOR shall provide an immunization and testing program for its employees as approved by the LEMSA Medical Director.
- r. Injury Prevention and Treatment Program. CONTRACTOR shall maintain an injury prevention and treatment program for its employees.
- s. Hiring Standards and Practices. CONTRACTOR shall maintain an employee hiring standards and practice program.

- t. Safety and Risk Management Program. CONTRACTOR shall provide a Safety and Risk Management Program that meets the standards set forth in the RFP. As it pertains to the above personnel requirements, CONTRACTOR shall maintain such services as set forth above; however, CONTRACTOR may replace or modify any such services subject to written approval by the LEMSA.
 - u. MCI Services
 - 1) CONTRACTOR shall comply with its MCI Services Plan as set forth in the RFP and Proposal attached hereto in Exhibits C and D, respectively.
8. RIGHTS AND RESPONSIBILITIES OF FIELD PERSONNEL
- a. Field personnel are certified, licensed, and/or accredited pursuant to the Health and Safety Code Section 1797 et seq. A linkage exists between field personnel and the system's physician leadership and medical control. Where issues involving questions of patient care are concerned, there is no "chain of command." Each of the certified personnel working in the system has not only a right, but a legal obligation, to work directly with the system's physician leadership on issues related to patient care.
 - b. The direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, and collection and recording of primary data. EMS personnel are prohibited by the laws, rules, and regulations which govern the EMS system from operating equipment that is substantially out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., patient care reports, incident reports). Field personnel have a professional responsibility with regard to issues related to the delivery of patient care and the accurate reporting of primary data.
 - c. While this Contract is a performance contract and while the CONTRACTOR is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, CONTRACTOR is expressly required to use reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care; the CONTRACTOR is expected to utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent which might impair judgment or motor skills.
 - d. All normally scheduled shifts shall allow at least eight (8) hours of rest between such work shifts. CONTRACTOR shall implement wage, benefit and compensation packages in accordance with the requirements in the attached RFP and Proposal. CONTRACTOR may modify its wage, benefit and compensation packages with written approval from the LEMSA.
9. SYSTEM STATUS PLAN
- a. CONTRACTOR shall operate its services to equalize Response Time performance throughout the various jurisdictions of the EOA in accordance with the designated response zone standards.
 - b. CONTRACTOR shall develop a SSP that shall be submitted to the LEMSA for approval and adhered to by CONTRACTOR. CONTRACTOR shall identify, as part of the plan, the proposed Unit Hour of Utilization to provide Emergency Ground Ambulance Services under this Contract.

- c. Any change to the SSP and/or deployment plan must be reviewed and approved by the LEMSA at least three (3) calendar days prior to implementation. Approval of any such change is contingent upon CONTRACTOR's ability to demonstrate that such change will continue to ensure equalized Response Time performance. CONTRACTOR shall submit daily compliance reports to the LEMSA for a seven (7) day period following any such change.
 - d. In addition to the aforementioned requirements, CONTRACTOR shall submit a copy of its SSP to the LEMSA on at least an annual basis.
 - e. During the first three months of operations under this Contract, CONTRACTOR shall adhere to the initial coverage SSP as submitted in its Proposal, or an approved modification of the SSP. Thereafter, at CONTRACTOR's discretion, with LEMSA approval, the SSP may be altered by the CONTRACTOR to produce the required Response Time performance with the greatest possible efficiency.
 - f. The SSP shall specify locations of ALS Resources, Ambulances, post location, and identify the number and location of vehicles to be deployed during each hour of the day, each day of the week for coverage of Code-2 and Code-3 responses.
10. STAFFING OF AMBULANCE AND RESPONSE UNITS
- a. CONTRACTOR shall provide for staffing each ALS Ambulance with a minimum of one Paramedic and one EMT per unit and each BLS Ambulance with two EMTs per unit.
 - b. Each ALS Ambulance shall have at least one Paramedic with all the ALS equipment required by the LEMSA policy for ALS equipment.
 - c. All Quick Response Vehicles shall be staffed with a minimum of one Paramedic per unit with all the ALS equipment required by the LEMSA ALS equipment list.
 - d. Each BLS Ambulance shall have at least two EMTs with all the BLS equipment required by the LEMSA policy for BLS equipment.
 - e. CONTRACTOR shall ensure that 100 percent of all responses to Code-2 and Code-3 Calls, within the EOA, shall be handled by an appropriate resource as required by this Contract.
11. VEHICLES, EQUIPMENT AND MAINTENANCE
- a. CONTRACTOR shall provide at least the minimum number of vehicles required at the peak load of the SSP and sufficient reserve capacity. Each ALS Resource and Ambulance Unit shall meet California Code of Regulations, Title 13 standards as well as any LEMSA policies in effect at the time of original manufacture. Each Ambulance Unit shall have a standard floor plan approved by the LEMSA. Each Ambulance Unit shall be a Type I, II or III model. All vehicles must have current CHP permits.
 - b. All ALS Resources and Ambulance Units utilized by CONTRACTOR in providing service under this Contract shall be staffed and equipped in accordance with state law and local LEMSA policies.
 - c. The LEMSA shall assist CONTRACTOR in obtaining any special waivers which may be required by law to operate its Quick Response Vehicles.
 - d. CONTRACTOR shall maintain a vehicle replacement program that ensures the replacement of CONTRACTOR's ALS Resources and Ambulance Units when any particular

unit's mileage reaches the maximum mileage as set forth in its equipment replacement schedule. CONTRACTOR shall not use an ALS Resource or Ambulance Unit once its mileage exceeds 300,000 to respond to Emergency Ground Ambulance Service requests without the prior written consent of the LEMSA.

- e. CONTRACTOR shall adhere to the preventative maintenance program, equipment replacement schedule, and reporting system subject to approval by the LEMSA. CONTRACTOR shall maintain preventative fleet maintenance records, and adhere to an approved preventative fleet maintenance program for each ALS Resource and Ambulance Unit.
- f. Each Transport Vehicle and Ambulance Unit shall have an interior height and configuration to allow for the transportation of multiple patients, defined as a minimum of two stretcher patients per Transport Vehicle/Ambulance Unit.
- g. Each ALS Resource and Ambulance Unit shall have markings approved or designed by the LEMSA to include 911 Emergency number advertising. This will include 9-1-1 advertising on both sides as well as COUNTY/ALS markings that have been approved by LEMSA. CONTRACTOR shall submit its vehicle marking design to the LEMSA for approval and, once approved, shall not alter or modify such vehicle marking design without written permission of the LEMSA.
- h. Each Transport Vehicle shall meet the ambulance equipment standards of the State of California and the LEMSA. All ambulance equipment, including ALS and BLS equipment and supplies, as required by state law and LEMSA policies shall be supplied at the peak load of the SSP and sufficient reserve capacity.
- i. CONTRACTOR shall provide all restocking of required drugs and other expendable supplies as necessary to provide the services set forth herein.
- j. CONTRACTOR shall assure that each ALS Resource and Ambulance Unit serving the EOA shall be equipped with emergency alerting devices and two-way radios capable of communicating on the approved local EMS and fire frequencies. The radios in the ALS Resource and Ambulance Units must have VHF and UHF frequencies on the proscribed EMS channels.
- k. CONTRACTOR shall ensure that each individual employee and supervisor has the capability of being alerted off-duty for disaster recall or other use through cellular phone, pager, or other personal alerting device.
- l. CONTRACTOR shall be responsible for furnishing all maintenance of CONTRACTOR's Ambulance Units, on-board equipment, and facilities used by CONTRACTOR in the performance of services under the terms of this Contract.
- m. CONTRACTOR shall not be responsible for routine maintenance of COUNTY-owned communication equipment except if repair is necessary due to abuse or neglect.
- n. CONTRACTOR will assist LEMSA with implementation and debugging of new EMS equipment, including computerized communications and data systems and software which may be placed in service over the period of this Contract. It shall be CONTRACTOR's responsibility to inspect such equipment for acceptance, cooperate and assist in implementation and debugging, and report to the LEMSA in a timely manner

concerning any problems with such equipment which might reasonably require the LEMSA's attentions as regards to guarantees, warranties, or payment upon acceptance.

- o. Equipment Replacement Plan. CONTRACTOR shall submit to the LEMSA for its approval a Proposed Equipment Replacement Plan. This policy shall state CONTRACTOR's operational assumptions regarding the anticipated safe useful life of equipment items, by category or type, and CONTRACTOR's general plan for equipment replacement in accordance with the plan.
- p. Right to Required Replacement. Throughout the term of this Contract and any extension period, LEMSA may, after an inspection and for cause, require CONTRACTOR to replace any equipment at any time after that item's scheduled replacement date, as defined by the terms of CONTRACTOR's submitted and accepted Equipment Replacement Plan. However, if through superior maintenance or by other means, CONTRACTOR is able to extend the safe useful life of an equipment item beyond its time of scheduled replacement, LEMSA shall not, except for cause, require replacement of that item. These controls are related only to equipment kept in service beyond scheduled replacement date and are in addition to regulatory requirements affecting equipment standards and inspections imposed by law or EMS policies.

12. DISASTER, MULTI-CASUALTY INCIDENT, AND INSTANT AID RESPONSE

- a. CONTRACTOR shall develop and implement a plan for the immediate recall of personnel for staffing of additional units and dispatch in multi-casualty incident (MCI) or disaster situations or times of peak overload.
- b. To the extent that CONTRACTOR may have resources available, CONTRACTOR shall respond to requests from neighboring jurisdictions and ambulance providers for instant aid that require a Code 3 (lights and sirens) response.
- c. To the extent that CONTRACTOR has resources available to meet its required responsibilities specified in herein, CONTRACTOR shall participate in the LEMSA Ambulance Strike Team (AST) program as follows:
 - 1) Provide a minimum of two (2) ALS level ambulances for the first request for an "immediate need" ambulance strike team to any single incident/event; or
 - 2) Provide a minimum of three (3) ALS level ambulances for the first request for a "planned need" ambulance strike team to any single incident/event;
 - 3) Develop and maintain a cadre of trained and approved AST Leaders and ambulance personnel sufficient to support its obligations to participate in ambulance strike team deployments as set forth above.
 - 4) In the event that CONTRACTOR commits its ALS ambulances to an immediate need request, CONTRACTOR shall be exempted from Response Time performance requirements, including late response Liquidated Damages, and System Status Plan staffing requirements for up to 24 hours after the request was received by CONTRACTOR or until CONTRACTOR is able to staff replacement units for those committed or until the committed units return to service in the EOA, whichever is sooner.
- d. During a declared State-of-Emergency, locally or in neighboring jurisdictions, the normal course of business may be interrupted from the moment of the State-of-Emergency or

MCI situation is made known to CONTRACTOR by the LEMSA. CONTRACTOR shall then, as provided for in the approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, CONTRACTOR shall be exempted from Response Time performance requirements, including late response Liquidated Damages, until notified by the LEMSA that disaster assistance may be terminated. At the scene of such disasters, CONTRACTOR's personnel shall perform in accordance with local disaster protocols established by that community. When MCI assistance has been terminated, CONTRACTOR shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.

- e. During the course of a State-of-Emergency, CONTRACTOR shall provide local Code-2 and Code-3 coverage, and may suspend, with the LEMSA approval, interfacility transport work as necessary, informing persons requesting interfacility transport service of the reason for the temporary suspension.
- f. At the conclusion of such State-of-Emergency assistance, CONTRACTOR shall determine its direct marginal costs incurred in the course of rendering this disaster assistance, and shall present such cost statement to the LEMSA for review and possible reimbursement should federal or state funds become available. CONTRACTOR shall allow, but not require, its employees to render aid under such disaster conditions voluntarily. CONTRACTOR shall not include in its cost statement any charges for services rendered by volunteer employees. The cost statement associated with rendering aid under State-of-Emergency conditions shall be based entirely upon the actual direct marginal costs incurred by CONTRACTOR in the course of rendering such State-of-Emergency assistance, and shall not include costs of maintaining production capacity that would have been borne by CONTRACTOR to meet normal service requirements if the disaster had not occurred.
- g. Mutual Aid/Standby
 - 1) CONTRACTOR shall, to the extent that it has sufficient resources available to maintain coverage and response within the EOA, respond to requests for Mutual Aid by COUNTY 9-1-1 and First Responder agencies and Special Events requiring ALS coverage outside the EOA. If CONTRACTOR believes delivery of mutual-aid services to a neighboring jurisdiction becomes excessive (e.g., in excess of two percent of the calls for that zone absent a written contract for that level of Mutual Aid), CONTRACTOR shall inform the LEMSA. The LEMSA shall independently review the incidents and take appropriate steps it deems necessary, in its sole discretion, to rectify any inequity. Normal (i.e., not disaster related) MCI calls rendered by CONTRACTOR shall be performed in accordance with approved Mutual Aid Contracts. In the course of rendering such Mutual Aid services, CONTRACTOR shall not be automatically exempt from late-run assessments, but may appeal assessments for individual calls, otherwise imposed by this Contract. CONTRACTOR shall manage any response to such Mutual Aid requests in a manner which does not jeopardize CONTRACTOR's ability to render reliable Response Time performance as required herein.
 - 2) CONTRACTOR shall provide Emergency Ground Ambulance Services standby services for working fires, hazardous materials incidents, hostage/SWAT events, disaster exercises and other Special Events within the EOA. CONTRACTOR shall draft a written standby service policy and obtain LEMSA approval. CONTRACTOR understands and agrees that it is responsible for ensuring standby services are provided in accordance with the instructions of the entity that requested the

standby services, subject to the approval of the LEMSA. In the event that CONTRACTOR is unable to provide such services either by itself or through an approved Mutual Aid provider due to unforeseen or extenuating circumstances, the LEMSA reserves the right to authorize another entity to provide such services.

- h. CONTRACTOR shall provide services supporting the LEMSA's medical disaster and MCI programs consistent with the terms of a separately negotiated Contract between CONTRACTOR and the LEMSA.

13. SURGE CAPACITY

- a. LEMSA acknowledges there may be periodic instances when a surge in demand will temporarily strain CONTRACTOR's available resources. When CONTRACTOR experiences periods of time where demand exceeds its available resources, CONTRACTOR may use multiple strategies to respond, including mutual aid, automatic aid and enlisting the services of existing qualified resources that are available within and adjacent to the EOA.
- b. If non-CONTRACTOR resources respond to the scene within the applicable required Response Time, Liquidated Damages shall not be assessed against the CONTRACTOR for the response. This subsection applies if the CONTRACTOR and the other Mutual Aid providers enter into a LEMSA-approved Mutual Aid contract.
- c. CONTRACTOR may enter subcontracts with agencies that provide surge capacity support in order to ensure that the responders and the responding agencies meet the LEMSA's requirements. These agencies and resources may include the following: (1) ALS fire First Responders; (2) QRV; (3) other approved ALS Ambulance Service providers; and (4) other approved BLS Ambulance Services providers.

FEES

1. USER FEES

- a. Rate Scheduled for Services Rendered. CONTRACTOR shall utilize the rate schedule for Emergency Ground Ambulance Services and interfacility transports rendered as set forth in Exhibit B. CONTRACTOR may not discount or reduce any rate for Emergency Ground Ambulance Services and interfacility transports without the express written permission of the LEMSA and County (except where required by law, e.g., Medicare, Medicaid, MediCal, where a patient meets CONTRACTOR's compassionate care policy or COUNTY program). Notwithstanding any other provision of this Contract, because this Contract requires CONTRACTOR to respond at the ALS Resource level to certain Emergency Ground Ambulance Service calls, the CONTRACTOR shall bill the ALS rate in these circumstances except where prohibited by law, e.g., Medicare, Medicaid, MediCal. The rates shown in Exhibit B shall remain in force for at least the first year after the Implementation Date.
- b. Rate Inflation Adjustment. Effective one (1) year after the Implementation Date of this Contract, CONTRACTOR will be allowed an opportunity for annual inflation adjustments to the base, mileage, and oxygen rates. No later than 90 days prior to each adjustment date, the CONTRACTOR must make a written request to the LEMSA who will evaluate any requested rate increase based upon the percentage of rate of inflation of the Medical Consumer Price Index (CPI) for the Urban Consumer, San Francisco-Oakland-San Jose over the most recent 12-month period. The parties agree that the LEMSA will provide a recommendation to the County based on its evaluation of published figures available at the time. The County and LEMSA shall not unreasonably withhold approval of such rate adjustments.
- c. Other Requests for Rate Adjustments. The COUNTY and the LEMSA have the authority to determine rates for services provided under this Contract and have exercised that authority by establishing the rates set forth in Exhibit B. CONTRACTOR shall be allowed annually to apply for negotiated adjustments to CONTRACTOR's allowed fee structure in the event changes in applicable federal, state or local laws, rules or regulations require changes in the CONTRACTOR's operations which may reasonably be expected to increase the CONTRACTOR's cost of performance of services which are the subject of this Contract. The burden of proving the fact and the amount of such actual and reasonable financial impact upon CONTRACTOR's costs of operations shall rest entirely with CONTRACTOR. In this respect, CONTRACTOR shall make such request and shall provide the COUNTY and LEMSA with a full explanation of justification for the proposed adjustments with its request. Thereafter, the COUNTY and LEMSA will meet on the request, receive any evidence and testimony from CONTRACTOR, and determine whether to grant, modify or deny the requested adjustments as it shall deem appropriate under the circumstances. CONTRACTOR will provide non-audited records pertaining to the Contract based on generally accepted accounting principles as defined by the American Institute of Certified Public Accountants (AICPA). Requests for rate adjustments shall be approved by the Board of Supervisors.
- d. Any rate adjustments made under these provisions shall be agreed to in writing by both parties as Amendments to Exhibit B of this Contract.

2. ON-SCENE COLLECTIONS

Except for Special Events, as that term is defined herein, CONTRACTOR's personnel shall not request payment for services rendered under this Contract in response to any Emergency Ground Ambulance Services call either at the scene of the call, enroute, or upon delivery of the patient.

3. BILLING AND COLLECTIONS

- a. CONTRACTOR's billing and collection program shall be managed in compliance with all applicable local, state, and federal laws and regulations and as set forth in the RFP attached hereto as Exhibit C.
- b. CONTRACTOR shall recruit and maintain a billing and collection staff that is knowledgeable in data collections, medical auditing, and reimbursement practices and are customer service oriented and sensitive to the needs of patients.
- c. CONTRACTOR shall maintain a billing and collections system that: (1) automatically generates Medicare and Medi-Cal statements; (2) verifies Medi-Cal eligibility prior to submitting claims; (3) files appeals on the patient's behalf for claims denied by Medicare and follows up for additional information; (4) assists patients throughout the billing process by seeking third-party billing information and filing claims on the patients' behalf to such payers; (5) handles private-pay patients, special contracts, DRG transports and other special arrangements; (6) generates itemized statements that list all procedures and supplies employed, when billed separately; (7) responds to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries; (8) generates listings of accounts requiring specialized follow-up; (9) provides daily, monthly, and annual reports which furnish clear audit trails, including detailed payments and adjustments; (10) furnishes data necessary to document CONTRACTOR's compliance with rate approvals and other provisions as set forth herein; (11) facilitates changes of account type, addresses, etc.; (12) identifies missing information; and supports monitoring of each employee's accuracy and completeness in gathering required information; (13) provides for two-way cross-referencing of "run data" with "patient data"; and (14) demonstrates account activity, follow-up and pursuance of alternative third party and reimbursement sources.
- d. Billing Procedures. CONTRACTOR shall obtain necessary billing information and perform billing services as set forth herein. It is the CONTRACTOR's responsibility to accurately prepare all appropriate billing information in order to do the following: (1) submit billings to third party payers; (2) bill patients for services rendered; (3) adhere to industry standards including billing patients' third party payers, providing patients with detailed listing of services provided, and monthly patient billing practices; and (4) mail bills to users.
- e. CONTRACTOR shall establish a process to create a "Compassionate Care Allowance" for those patients with self-pay balances who can demonstrate insufficient funds or financial hardship wherein such balances may be written off. Insufficient funds or financial hardship shall be defined as income equal to or less than 200% of the Federal Poverty Level standards. The LEMSA may request, on the behalf of any particular patient, consideration for a "Compassionate Care Allowance." Such request shall be reviewed and a decision rendered by CONTRACTOR for the area encompassing its COUNTY operations. CONTRACTOR shall develop and maintain policies and procedures for its billing and collection services and shall, upon request of the LEMSA, provide the LEMSA with the written copies of such policies and procedures. CONTRACTOR shall develop and maintain a plan for user payment schedules.
- f. CONTRACTOR shall ensure professional and courteous services and responses to answer questions about billing and payment schedules and services.

4. CONTRACT MANAGEMENT/MONITORING COSTS

CONTRACTOR shall reimburse the COUNTY annually an amount sufficient to cover the monitoring and enforcement of the provisions of this Contract. It shall also support EMS information system services. Such reimbursement shall be set at \$140,000.00 for first year of operations and shall be amended thereafter by the COUNTY provided however that the amount shall be less than or equal to the County and the LEMSA's actual costs to provide the services.

5. RFP PROCESS COST

Upon authorization of this Contract by the COUNTY Board of Supervisors, CONTRACTOR shall reimburse the COUNTY for the costs of conducting the RFP process in the amount of \$75,000.00.

DISPUTE AND GRIEVANCE PROCEDURE

1. **GENERAL PROVISION**
LEMSA's duties shall include monitoring of the operation of this Contract and insuring that CONTRACTOR fulfills its obligations hereunder. In fulfilling this responsibility, LEMSA shall employ staff knowledgeable in issues concerning EMS, Emergency Ground Ambulance Services and the terms of this Contract.
2. **DISPUTES AND GRIEVANCES**
In addition to the duties outlined above, the LEMSA shall attempt to resolve disputes or grievances concerning Contract performance matters between CONTRACTOR and any city, fire district, public agency, consumer of service, and any other interested person or party. The LEMSA shall not consider a dispute and grievance unless it concludes that the person or party filing said dispute and grievance has exhausted all other remedies which are reasonably available.
3. **MINOR BREACH OF CONTRACT**
The LEMSA shall also have the power to assess Liquidated Damages for CONTRACTOR's "minor breaches" of this Contract as set forth in Section XIV of this Contract. Minor breaches mean failures to fulfill any of the terms and conditions of this Contract which do not amount to a Major Breach of the Contract, as that term is defined in Section XIV of this Contract.
4. **APPEAL TO LEMSA DIRECTOR**
The LEMSA's decisions in the matters referred to above may be appealed by CONTRACTOR to the LEMSA Director, in writing within fifteen (15) days. If no appeal is taken, the LEMSA's decision is final. When such matters are appealed to the LEMSA Director, the Director shall conduct a hearing, consider such evidence, testimony and argument as may be reasonably presented, and shall render written findings and decisions to uphold, modify, or overturn the initial decision. The LEMSA's Director's findings and decision shall be final. Notwithstanding this provision, CONTRACTOR may utilize the Dispute Resolution provisions set forth in Section XV of this Contract for final resolution of such disputes.
5. **FINAL DECISION**
When decisions made under the above provisions become final, and CONTRACTOR is found at fault, CONTRACTOR shall pay to COUNTY Liquidated Damages as set forth below.

LIQUIDATED DAMAGES

1. GENERAL PROVISION

- a. This Contract requires the highest levels of performance by CONTRACTOR. Mere demonstration of effort, even diligent and well intentioned effort by CONTRACTOR, shall not substitute for performance results required under this Contract. CONTRACTOR and COUNTY agree that COUNTY's actual damages, in the event CONTRACTOR does not comply with the terms of this Contract, would be extremely difficult or impracticable to determine, and therefore the parties agree to assess Liquidated Damages for said violations. The LEMSA may impose Liquidated Damages on CONTRACTOR as set forth in this Section and to pursue any other remedies permitted by law if CONTRACTOR fails to comply with the terms and conditions set forth in this Contract.
- b. This Contract includes provisions for Liquidated Damages for late responses occurring within the EOA and other failures of CONTRACTOR to meet other requirements of this Contract. CONTRACTOR shall pay COUNTY said Liquidated Damages as determined and assessed by LEMSA pursuant to the provisions contained herein. Liquidated damages received from the Contractor shall be used in accordance with the County EMS ordinance. This requires funds to be dispersed by the COUNTY for EMS system improvements.

2. DAMAGES FOR LATE RESPONSES TO CODE 2 CALLS, CODE 3 CALLS, AND INTERFACILITY TRANSPORTS

- a. Each period in which CONTRACTOR fails to meet the applicable response-time standards, CONTRACTOR shall review its staffing, SSP, unit hour of production, capacities, and any other possible causes of non-compliance. CONTRACTOR shall prepare a report regarding the measures taken to prevent future failures and ensure compliance with the standards. CONTRACTOR shall submit the report to the LEMSA within thirty (30) days of the failure.
- b. CONTRACTOR shall not refer EOA calls to another agency unless it is part of a Mutual Aid plan submitted by the CONTRACTOR and approved by the LEMSA. EOA calls referred to another agency will be included as part of the response-time requirements for calculating compliance and Liquidated Damages as set forth above.
- c. For each period in which the CONTRACTOR fails to meet the 90.00 percent Response Time standards within any Response Time zone or Urgent Transfer, CONTRACTOR shall pay Liquidated Damages in the amount of \$250.00 for each one-tenth (1/10) of a percentage point by which CONTRACTOR's performance falls short of the 90 percent standard.
- d. For every call in which CONTRACTOR fails to arrive within the maximum specified time is an outlier call. The liquidated damages for each outlier will be \$500 per occurrence.

3. DAMAGES CALCULATIONS FOR UPGRADES, DOWNGRADES, CANCELED RESPONSES, AND OTHER INCIDENTS

The parties hereby acknowledge that on occasion special circumstances may cause changes in call-priority classification. Response-time standards for determination of compliance and Liquidated Damages shall be calculated as follows:

- a. Upgrades. If an assignment is upgraded prior to arrival of an ambulance on the scene (e.g., from Code 2 to Code 3 response), CONTRACTOR's response-time compliance and Liquidated Damages shall be calculated based on the Code 2 response-time standard. This Section applies only if the initial priority was established correctly and in accordance

with the Medical Priority Dispatch System. If the initial priority was incorrectly established by CONTRACTOR, the more stringent standard shall apply.

- b. Downgrades. If an assignment is downgraded prior to arrival of an ambulance on the scene, CONTRACTOR's response-time compliance and Liquidated Damages shall be calculated based on the following criteria:
 - 1) If the downgrade occurs after the ambulance has exceeded the more stringent maximum Response Time for the applicable zone, the more stringent standard shall apply.
 - 2) If the downgrade occurs before the ambulance has exceeded the more stringent maximum Response Time for the applicable zone, the less stringent standard will apply.
 - 3) This Section shall only apply if the downgrade is authorized by the following: (1) 9-1-1/PSAP; (2) on-scene First Responders; or (3) any other person authorized by LEMSA policies.
- c. Canceled Responses. If a call is canceled prior to arrival of an ambulance on the scene, CONTRACTOR's response-time compliance and Liquidated Damages shall be calculated based on the elapsed time from receipt of the call (i.e., the ambulance's official time stamped as dispatched) to the time the call was canceled.
- d. Other Incidents Affecting Response-Time Calculations
 - 1) Where response-time areas are divided along the center of the road, the shorter Response Time shall apply to both sides of the road.
 - 2) CONTRACTOR shall not be responsible for response-time performance when providing emergency response service outside the EOA. However, CONTRACTOR shall use its best efforts to respond expeditiously to mutual-aid calls. Responses to emergencies located outside the EOA will not be counted in the number of total calls used to determine monthly contract compliance.
 - 3) For each response in which the CONTRACTOR's management staff or field staff fails to report the at-scene time, it shall be established from either vehicle location data, if available, or the next radio transmission.
- 4. **FAILURE TO PROVIDE COMPLIANCE DATA**
 - a. For each compliance period wherein CONTRACTOR fails to furnish required information within thirty days of request, the CONTRACTOR shall be considered non-compliant with the response times specified.
 - b. This Section shall not apply to cases where CONTRACTOR can demonstrate that the failure to produce requested information was beyond CONTRACTOR's reasonable control. Loss of records and computer problems shall not be considered beyond CONTRACTOR's reasonable control for purposes of this Section.
 - c. On-Scene times shall be established from vehicle location data, if available, or radio transmissions identifying the On-Scene time.
- 5. **FALSIFICATION OF ON-SCENE TIME**
 - a. For any incidence of falsification of data, LEMSA shall review the circumstances to determine if there has been a Material Breach of this Contract.

6. VEHICLE AND EQUIPMENT INSPECTIONS

For each incident in which any of CONTRACTOR's ambulance units, is deemed to have a Major Infraction relating to compliance with LEMSA vehicle and/or equipment standards, CONTRACTOR shall pay Liquidated Damages in the amount of \$1,000.00. For the purposes of this provision, a Major Infraction shall be defined as any issue which (i) constitutes a condition that represents an immediate threat to the public health or safety by risk of exposure to infectious diseases or (ii) failure of any equipment item of medical supply that would result in the Ambulance Unit being unable to safely response to or treat a patient requiring emergency medical care under the terms of this Contract.

7. EXEMPTION FROM RESPONSE-TIME STANDARDS AND WAIVER OF LIQUIDATED DAMAGES

a. The LEMSA may, within its discretion, grant exemptions to response-time performance standards stated herein. For example, exemptions may be granted for declared MCIs or other disaster situations causing delays beyond CONTRACTOR's control. The LEMSA shall examine SSP, staffing levels, backup ambulance capability, dispatch, in-service times and other influencing factors. If the LEMSA determines that an exemption is appropriate, the LEMSA may authorize the exemption of those calls when calculating performance compliance and Liquidated Damages.

b. To be eligible for an exemption from response-time standards, CONTRACTOR shall submit a request for an exemption to LEMSA within thirty (30) calendar days of the time of the occurrence. Equipment failure, personnel error, weather, traffic, or lack of a nearby ambulance shall not constitute grounds to this exemption.

c. EXEMPTION REQUESTS

The LEMSA may grant exemptions to response-time performance requirements stated herein for declared multi-casualty incidents or other disaster situations. Such calls will be excluded when calculating performance compliance. In order to be eligible for such exemption, the CONTRACTOR shall notify the LEMSA within a reasonable amount of time of the occurrence.

CONTRACTOR may apply to the LEMSA for an exemption to response-time compliance calculations in the following situations:

1. Automatic Appeals

- (a) Upgrades and downgrades that are compliant are eligible for exemption.
- (b) Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).
- (c) Inaccurate address given by the reporting party. If inaccurate response information is the result of an error by the Contractor's personnel, the exemption will not be allowed.
- (d) Multi-Casualty Incident (MCI) or locally declared disaster - The CONTRACTOR may apply for an exemption to response-time standards during MCIs or times of declared emergencies, locally or in a neighboring county, as defined by the Emergency Operations Procedures of the jurisdictions involved (e.g., city or County).

8. PAYMENT OF ASSESSED LIQUIDATED DAMAGES

CONTRACTOR shall pay COUNTY the amount of Liquidated Damages assessed by the LEMSA, in its sole discretion, within thirty (30) days of receipt of written notice that Liquidated Damages have been assessed.

MOST FAVORED CUSTOMER

1. CONTRACTOR understands and accepts that a loss of this Contract in a future RFP process cycle means the loss of all business covered by the exclusivity provisions of this Contract. CONTRACTOR accepts this as a reasonable solution to the problems of system-wide disruption that would otherwise occur.
2. CONTRACTOR shall not enter into any service contracts of which the scope is consistent with the scope of services contained within this Contract which extend beyond the date of termination of this Contract, except as may be specifically approved in writing by the LEMSA.
3. CONTRACTOR shall not use resources to perform work outside the scope of this Contract if, in the assessment of the LEMSA, such work negatively impacts the response performance, fiscal operations, and/or user rates by the CONTRACTOR under this Contract.
4. CONTRACTOR shall not be prohibited from doing outside work which is unrelated to medical transportation, so long as such work does not detract from performance by CONTRACTOR of its responsibilities under this Contract.
5. CONTRACTOR may utilize the LEMSA and COUNTY logo in advertising and public information programs. The LEMSA and COUNTY shall reserve the right to approve form and content of any advertising and public information materials related to services provided under this Contract.

AUDITS AND INSPECTIONS

1. As often as may reasonably be deemed necessary, the COUNTY and LEMSA's representatives may observe CONTRACTOR's operations. CONTRACTOR shall make available to LEMSA and the COUNTY for its examination its records with respect to all matters covered by this Contract, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Contract. LEMSA representatives may, at any time, and without notification, directly observe CONTRACTOR's operation at the base of operations and business office, maintenance facility, and any ambulance post location. COUNTY and LEMSA representatives may ride as "third person" on any of CONTRACTOR's units at any time, provided, however, that in exercising this right to inspection and observation, COUNTY and LEMSA representatives shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with CONTRACTOR's personnel in the performance of its duties.
2. The COUNTY and LEMSA's right to observe and inspect operations or records in CONTRACTOR's business office shall, however, require reasonable notification (i.e., 24 hours) and shall be given to CONTRACTOR in advance of any such visit.
3. This right to directly observe CONTRACTOR's field operations, base of operations, maintenance shop operations and ambulance post locations shall extend to authorized representatives of the LEMSA and any other person authorized by the LEMSA. Such persons shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with CONTRACTOR's personnel in the performance of its duties.

GENERAL RESPONSIBILITIES OF COUNTY AND LEMSA

1. COUNTY and LEMSA will conduct a competitive RFP process for the selection of a CONTRACTOR to provide Emergency Ground Ambulance Services in the EOA as it shall deem necessary and appropriate.
2. COUNTY and LEMSA shall review, reserving the right to approve or disapprove, reasonable rates and charges by CONTRACTOR consistent with the provisions of herein.
3. COUNTY and LEMSA shall review, reserving the right to approve or disapprove, contractual commitments made by CONTRACTOR, including contracts with subcontractors to meet obligations under this Contract.
4. LEMSA shall provide for system medical control/LEMSA Medical Director.
5. COUNTY and LEMSA reserves the right to review, and the right to approve or disapprove, equipment lease/sublease arrangements established by CONTRACTOR.
6. In the event of a default, LEMSA shall take over and manage all operations until a new CONTRACTOR can be secured.

DISPUTE RESOLUTION

1. GENERAL PROVISIONS

In the event of a dispute between the parties which is not resolved through the provisions as described herein, the parties shall proceed with mediation of the dispute. COUNTY, LEMSA and CONTRACTOR agree to mediate any dispute or claim between them arising out of this Contract or any resulting transaction before resorting to arbitration or other court action.

2. FEES

The mediation fee, if any, shall be divided equally among the parties involved.

3. DISCOVERY

In advance of the mediation, the parties shall voluntarily exchange all documents requested by the other party that relate to the dispute. Issues concerning discovery shall be submitted to the mediator prior to mediation; the mediator's decision shall be binding upon the parties to the dispute.

4. CONFIDENTIALITY

Any mediation proceeding shall be confidential and shall not be admissible in a subsequent proceeding.

5. ENFORCEMENT

If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then, in the discretion of the arbitrator(s) or judge, the other party may apply to such arbitrator or judge for an order staying the arbitration or court action pending mediation.

PERFORMANCE SECURITY PROVISIONS

1. The unique nature of the services which are the subject of this Contract require that, in the event of default of a type that endangers public health and safety, LEMSA must restore services immediately, and CONTRACTOR must assist in effecting the takeover of operations, even if CONTRACTOR disagrees that the declared default has occurred or that the default was caused by CONTRACTOR.
2. CONTRACTOR and LEMSA agree that a performance security provision is a necessary part of this Contract and that LEMSA may utilize the performance security required herein in the event of CONTRACTOR's default on this Contract. In that respect, CONTRACTOR shall furnish performance security in an amount and in accordance with the form and conditions set forth in the RFP and CONTRACTOR's Proposal, attached hereto as Exhibits C and D, respectively.
3. The performance security shall be released to the COUNTY upon occurrence of the following events: (i) upon provision of notice of Material Breach to CONTRACTOR, failure of CONTRACTOR to cure the Material Breach within thirty (30) days, and the termination of the Contract; or (ii) implementation of a takeover of CONTRACTOR's operations.

COMPENSATION TO CONTRACTOR

1. As compensation for the Services furnished under this Contract, CONTRACTOR shall receive the following as full compensation: (i) market rights as specified herein; (ii) use of County-owned communication infrastructure with reasonable routine maintenance provided by the COUNTY as specified, and (iii) income from fee for service billing and other reimbursement mechanisms as specified.
2. In consideration for Services to be furnished by CONTRACTOR, the COUNTY and LEMSA have designated CONTRACTOR as the exclusive provider of Emergency Ground Ambulance Service in the EOA within the geographical areas defined by this Contract. CONTRACTOR and LEMSA agree that said designation shall begin upon execution of this Contract and shall continue throughout the term of this Contract, unless otherwise mutually agreed upon. The parties further agree that by such designation and through the other provisions for CONTRACTOR compensation incorporated herein, COUNTY has fulfilled any and all obligations it may have presently or at any time during the term of this Contract to compensate, reimburse, or otherwise pay CONTRACTOR for services provided to medically-indigent patients. Nothing in this Contract is intended to create any duty on the part of COUNTY to pay for Emergency Ground Ambulance Service rendered to any individual.

RIGHTS AND REMEDIES NOT WAIVED

1. CONTRACTOR agrees and guarantees that the work herein specified shall be completed without further or additional compensation than that provided for in this Contract, and that the acceptance of work herein shall not be deemed to be a waiver by the COUNTY of any breach of covenants or conditions, or any default which may then exist on the part of CONTRACTOR, , shall in no way impair or prejudice any right or remedy available to COUNTY with respect to breach or default.

REPRESENTATIONS OF CONTRACTOR

1. **STANDARD OF CARE**
COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release.
2. **RECORDS MAINTENANCE**
CONTRACTOR shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Contract and shall make such documents and records available to COUNTY for inspection at any reasonable time. CONTRACTOR shall maintain such records for a period of five (5) years following completion of work hereunder.
3. **RECORD PROPERTY**
The parties agree that all data and records submitted to LEMSA under this Contract shall become and remain the property of COUNTY and LEMSA, and are subject to disclosure pursuant to the California Public Records Act. CONTRACTOR may assert that any portion of such data or records provided pursuant to this Section should be treated as confidential, and should be exempt from disclosure under the California Public Records Act. With each item claimed to be confidential, CONTRACTOR shall provide a statement as to the basis for the claim of confidentiality specifying the exact exemption in law. COUNTY and/or LEMSA shall notify CONTRACTOR of any request for information for which CONTRACTOR has asserted a claim of confidentiality. CONTRACTOR may pursue its legal remedies to prevent disclosure of such information. Under no circumstances will the LEMSA, COUNTY or any of their agents, representatives, consultants, directors, officers or employees be responsible or liable to CONTRACTOR or any other party as a result of disclosing any such materials.
4. **CONFIDENTIALITY**
CONTRACTOR agrees to comply with all applicable state and federal laws and regulations regarding confidentiality. This paragraph shall survive termination of this Contract.

FORCE MAJEURE

1. DEFINITION

"Force Majeure" shall mean flood, earthquake, storm, fire, lightning, explosion, epidemic, war, national emergency, civil disturbance, sabotage, restraint by any governmental authority not due to violation by the party claiming force majeure of a statute, ordinance or regulation, or other similar circumstances beyond the control of such party, the consequences of which in each case, by exercise of due foresight such party could not reasonably have been expected to avoid, and which by the exercise of due diligence it would not have been able to overcome.

2. EFFECT

Except as otherwise expressly provided in this Contract, no default in the performance of any obligations hereunder will be deemed to exist if such default is solely the result of a Force Majeure. In the event either party hereto is unable, by reason for Force Majeure, to carry out its obligations under this Contract, it is agreed that on such party's giving prompt notice of the full particulars of such event of Force Majeure relied upon, the obligations of the party giving such notice so far as they are affected by such event of Force Majeure, shall be excused during the continuance of such event of Force Majeure. A breach of this Contract caused by an event of Force Majeure shall as far as practical be remedied with all reasonable dispatch.

3. DILIGENT EFFORTS

During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under this Contract. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders, preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under this Contract.

MISCELLANEOUS PROVISIONS

1. **CONSTRUCTION**
To the fullest extent allowed by law, the provisions of this Contract shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. CONTRACTOR and COUNTY acknowledge that they have each contributed to the making of this Contract and that, in the event of a dispute over the interpretation of this Contract, the language of the Contract will not be construed against one party in favor of the other. CONTRACTOR and COUNTY acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Contract. If a provision in any exhibit or addendum to this Contract conflict with any provision in this Contract, the provision of this Contract will control.
2. **CONSENT**
Wherever in this Contract the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
3. **NO THIRD PARTY BENEFICIARIES**
Nothing contained in this Contract shall be construed to create and the parties do not intend to create any rights in third parties.
4. **CAPTIONS**
The captions in this Contract are solely for convenience of reference and not part of this Contract and shall have no effect on its construction or interpretation.
5. **MERGER**
This writing is intended both as the final expression of the Contract between the parties hereto with respect to the included terms and as a complete and exclusive statement of the Contract terms, pursuant to Code of Civil Procedure Section 1856. No modification of this Contract shall be effective unless and until such modification is evidenced by a writing signed by both parties.
6. **COMPLIANCE WITH APPLICABLE LAWS**
The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. The CONTRACTOR further warrants and represents that the payments made by CONTRACTOR to COUNTY under this Contract, shall be less than or equal to the CONTRACTOR's actual costs to provide the services and no funds shall be used by the CONTRACTOR in a manner that may violate 42 U.S.C Section 1320a-7b, the federal Anti-kickback Statute.
7. **COMPLIANCE PROGRAM**
Upon request CONTRACTOR will make available to the COUNTY and LEMSA a copy of its Code of Conduct, anti-kickback policies and other compliance policies. The LEMSA AND COUNTY must acknowledge receipt of such documents. CONTRACTOR warrants that its personnel shall comply with CONTRACTOR's compliance policies, including training related to the anti-kickback statute.
8. **HIPAA**
Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.

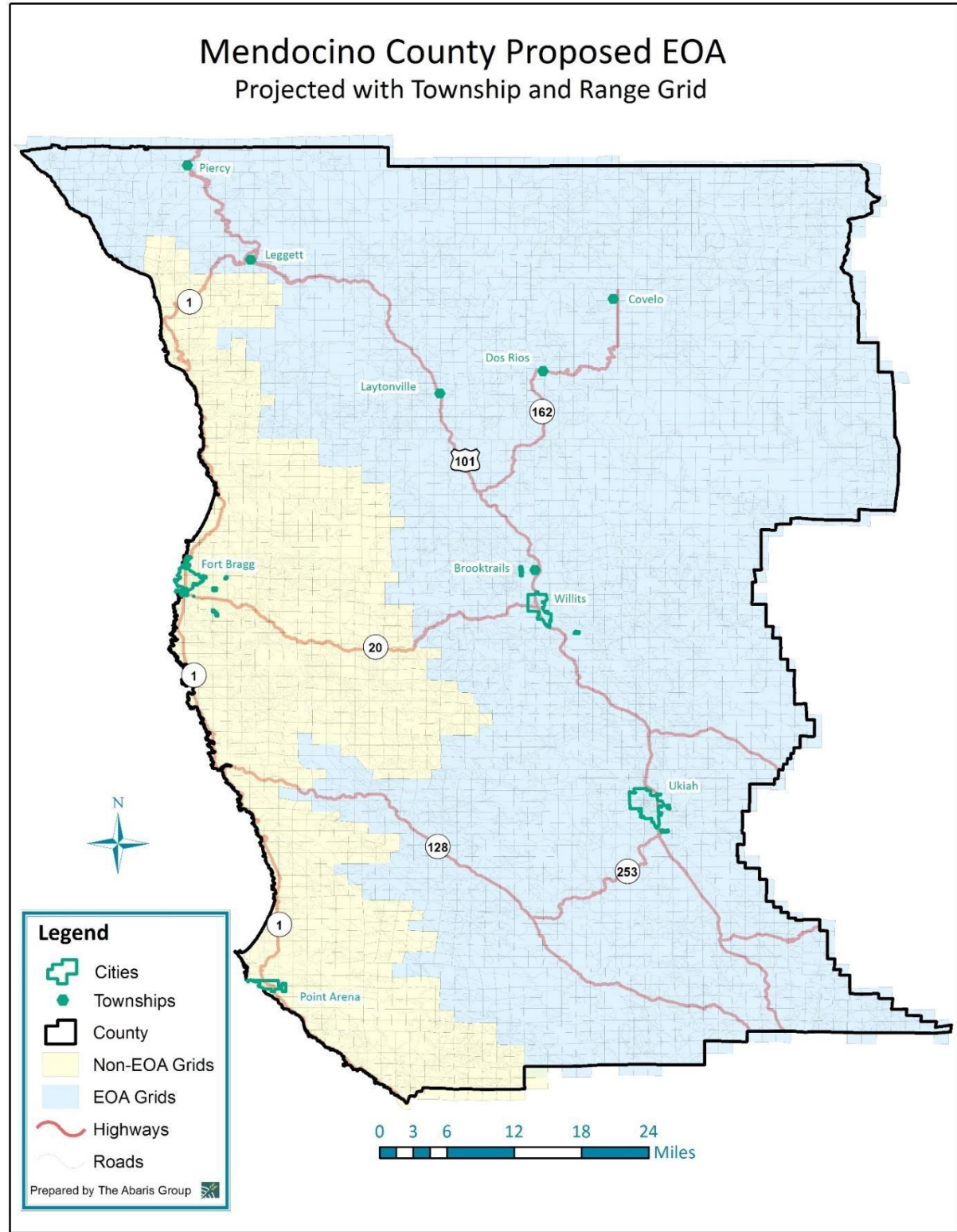
9. NON-EXCLUSION

Each party represents and certifies that neither it nor any practitioner who orders or provides services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in federal healthcare programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide services, from participation in federal healthcare program, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Contract, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

10. NO INFLUENCE ON REFERRALS

It is not the intent of either party to this Contract that any remuneration, benefit or privilege provided for hereunder shall influence or in any way be based upon the referral or recommended referral by either party of patients to the other or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Contract. Any payments specified in this Contract are consistent with what the parties reasonably believe to be a fair market value for the services provided.

EXHIBIT A
EXCLUSIVE OPERATING AREA MAP AND RESPONSE ZONE CLASSIFICATIONS



Mendocino County Proposed EOA Response Time Designations

*Within Township & Range Grid

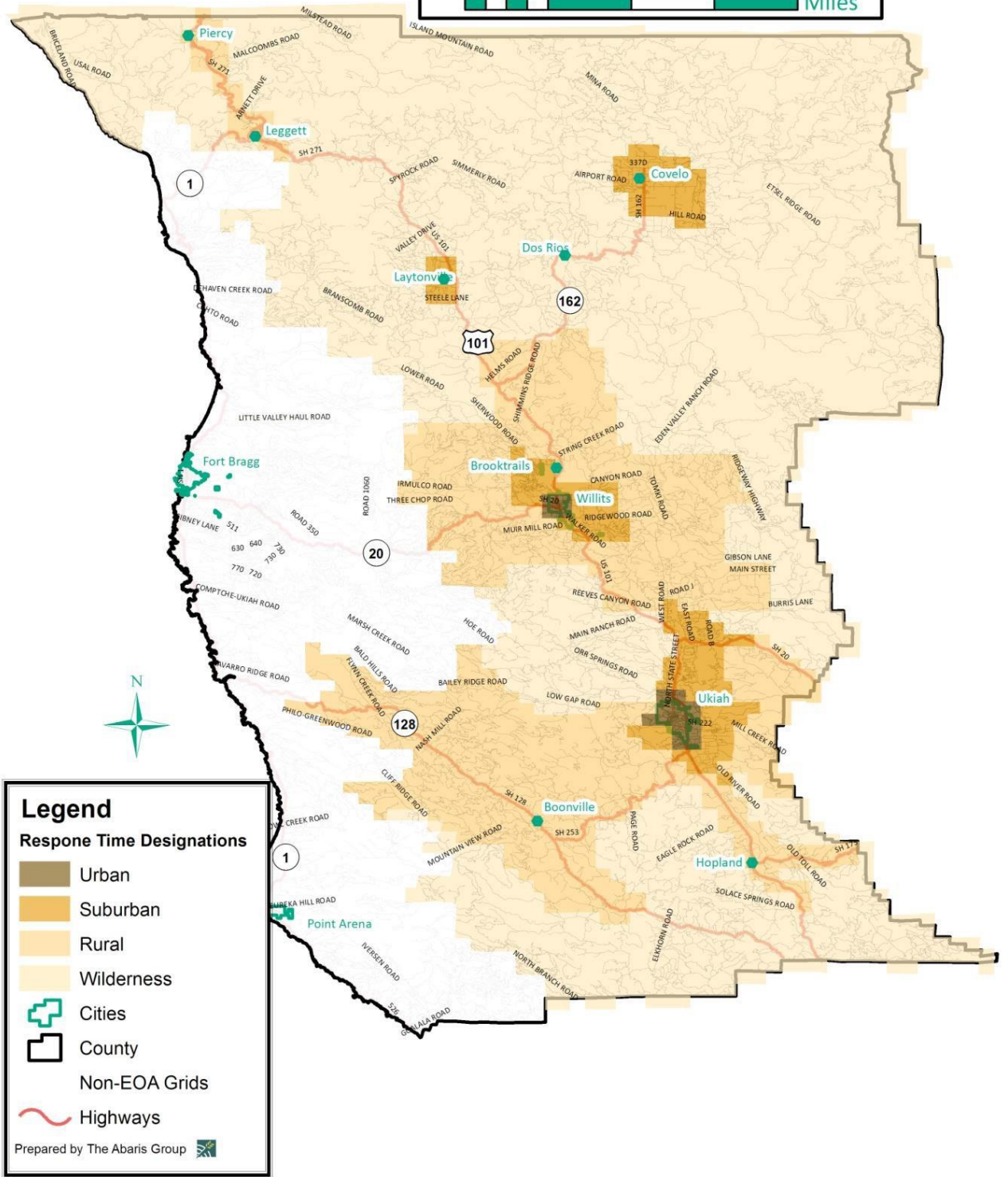


EXHIBIT B
CONTRACTOR RATE SCHEDULE

[END OF RATE SCHEDULE]

EXHIBIT C
COUNTY REQUEST FOR PROPOSAL

Contained herein by reference

EXHIBIT D
CONTRACTOR PROPOSAL SUBMITTED IN RESPONSE TO RFP

Contained herein by reference

EXHIBIT E

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth in the RFP and herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Contract or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Contract by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Contract. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with endorsements evidencing at a minimum the following:

Commercial General Liability: Combined single limit for bodily injury, personal injury, and property damage at \$1,000,000 each occurrence and \$3,000,000 general aggregate.

Automobile Liability: Combined single limit bodily injury liability and property damage liability at \$1,000,000 each occurrence which may be satisfied through plus excess and/or umbrella liability insurance.

Workers' Compensation: Statutory coverage as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per occurrence. The policy shall be endorsed to waive the insurer's subrogation rights against the COUNTY.

Medical Malpractice-Professional Liability: Coverage for all applicable activities of the CONTRACTOR arising out of or in connection with this Contract for limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, covering CONTRACTOR's wrongful acts, errors, and omissions. The limits of this policy apply separately to this Contract. In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Contract and shall maintain tail insurance in effect for not less than two (2) years following completion of performance of this Contract.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT F
LIST SERVICE SUBCONTRACTORS

EXHIBIT G
CONTRACTOR'S CLINICAL PERFORMANCE OVERSIGHT PLAN

[END OF CLINICAL PERFORMANCE OVERSIGHT PLAN]

Attachment 6: Evaluator Scoring Tool

Mendocino County Evaluator Scoring Tool

Evaluator: _____

Evaluator Rating Descriptions	Points Awarded
Excellent: The proposal successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor and the element contributes appropriately to the meeting the requirements of the criterion.	100%
Good: The proposal addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.	75%
Fair: The proposal broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.	50%
Poor: The proposal has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.	25%
Fail: The proposal fails to address the element in all aspects and its relationship to supporting the criterion.	0%

Proposal Section	Evaluator Rating					Possible Points	Total Points
	Excellent	Good	Fair	Poor	Fail		
Credentials, Experience, and Local Management Team						75	
Compensation Package and Working Conditions						25	
Incumbent Work Force						15	
Response-Time Commitment						20	
Fiscal Strength						20	
Equipment Maintenance and Management						10	
Billing/Collection Program and Data Integration						20	
System Status Plan/Unit Hour Commitment						25	
Integration with Existing EMS Providers						75	
Commitment to EMS System and the Community						15	
Proposed Patient Charges						25	
Clinical Quality Improvement Plan						75	
Total						400	