



Lassen County
California



**Lassen County
Emergency Ambulance
Request for Proposal (RFP)**

January 18, 2005

**Lassen County
Emergency Ambulance Request For Proposal (RFP)**

TABLE OF CONTENTS

Section 1: Introduction and Background.....	1
1.1 Introduction	1
1.2 Notice to Bidders.....	1
1.3 Tentative Calendar of Events.....	2
1.4 Basic Requirements for Submitting Proposal.....	3
1.5 Background.....	3
1.6 Current EMS	3
1.6.1 First responders.....	4
1.6.2 Ambulance services.....	4
1.6.3 Air ambulance services.....	7
1.6.4 Advanced life support	7
1.6.5 Dispatch services.....	7
1.6.6 Regulatory process.....	7
1.6.7 Emergency Medical Services (EMS) Plan and Policy Manual.....	8
Section 2: Proposal Instructions	9
2.1 Submission of Letter of Intent and Proposal Application Fee.....	9
2.2 Bidder’s Conference	9
2.3 Submission of Proposals.....	10
2.4 Access to Submitted Materials	10
2.5 Official Contacts Only.....	11
Section 3: Evaluation, Award Recommendation, Contract Negotiations.....	12
3.1 Proposal Review Structure.....	12
3.2 Scoring Criteria	12
3.3 Disqualification/Appeal Process.....	13
3.4 Protest of Award of Bid	13
3.5 Contract Negotiations.....	14
Section 4: Proposal Format and Description of Contents.....	15
4.1 Section I: Required Documents	15
4.2 Section II: Credentials	16
4.3 Section III: Operations.....	17
4.3.1. Start-Up	17
4.3.2. Initial Coverage Plan.....	17
4.3.3 Response Time Standards/Penalties.....	19
4.3.4 Dispatch Requirements	22
4.3.5 Clinical and Staffing Standards.....	24
4.3.6 Continuous Quality Improvement Program.....	26
4.3.7 Compensation/Working Conditions for Ambulance Personnel	27
4.3.8 Equipment and Supplies.....	29
4.3.9 Disaster Preparedness	31
4.3.10 Business Office, Billing and Collection System.....	32
4.3.11 Data Collection/Performance Reports	32

4.3.12 Other Requirements	34
A. Public Information and Education	34
B. Base Hospital Relationship	34
C. First Responder Relationship	34
D. System Committee Participation	35
E. Audits and Inspections	35
G. Termination of Contract	36
H. 'Lame Duck' Provisions	39
4.4 Section IV: Fiscal Requirements	40
4.4.1 Budget	40
4.4.2 Proposed Ambulance Charges	41
4.4.3 Performance Security	41
4.4.4 Insurance	42
4.4.5 Indemnify and Hold Harmless	43
4.5 Section V: Desired Enhancements	44
Section 5: Attachments	45
Appendix I – Emergency Ambulance Exclusive Operating Areas	45
Appendix II – Response Time Zones	46
Appendix II – Required forms.....	47
Form A1 – Proposal Identification Page	47
Form A2 – Statement of Intent and Affirmation.....	48
Form A3 – Investigative Authorization – Company	49
Form A4 – Investigative Authorization – Individual	50
Form A5 – Minimum Requirements	51
Form A6 – Compensation.....	53
Form A7 – Proposed Budget	54
Form A8 – Proposed Ambulance Rates	57
Form A9 – Charge Scenarios	58

Tables

Table 1: Current ambulance zones	4
Table 2: Current ambulance providers.....	5

Figures

Figure 1: Current Ambulance Locations.....	6
--	---

Section 1: Introduction and Background

Note 1: For each comment's sake, "shall" means must.

Note 2: The expression "Contractor" is used through out this Request for Proposals to describe not only organizations that submit proposals, but also the organization to whom the County awards the contract. The reference changes depending on the context in which the word is used.

1.1 Introduction

The County of Lassen invites proposals from experienced and qualified Bidders interested in providing emergency advanced life support (ALS) ambulance services for the Exclusive Operating Area – Zone 1 described in the paragraph below. The operation of such an emergency advanced life support ambulance service shall be consistent with the provisions of this request for proposals, including staffing (paramedic) and performance (response times). The Bidder shall demonstrate excellent experience as a provider of emergency advanced life support ambulance services. The selected Bidder shall be awarded an exclusive contract with the County of Lassen as provided for in Section 1797.224 of the California Health and Safety Code, to respond to 9-1-1 and other public safety or County generated ambulance requests and provide emergency advanced life support ambulance services to the exclusive operating area as designated in this RFP. The term of the contract shall be five (5) years with the possibility of one (1) separate earned five (5) year extension based upon performance at the County's sole option. The anticipated start date shall be June 22, 2005.

Proposals are being sought for the Exclusive Operating Area (EOA) – Zone 1 in Lassen County (APPENDIX I – Emergency Ambulance Exclusive Operating Areas).

This request calls for proposals to provide for the following:

Code 2 and Code 3 emergency advanced life support ambulance services in Lassen County Exclusive Operating Area – Zone 1, subject to the performance standards specified herein; including, advanced life support responses to 9-1-1 calls, calls routed through Susanville Interagency Fire Center (SIFC), 7-digit emergency calls, and emergency interfacility transfers.

1.2 Notice to Bidders

This Request for Proposals (RFP) does not commit the County of Lassen to award a contract or to pay costs incurred in the preparation of a proposal responding to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, and reserves the right to not award a contract. County reserves the right to negotiate with a qualified Bidder the restructuring of system design elements, or to cancel in part or in its entirety the RFP process if County deems it is in its best interests to do so. This RFP shall not be construed to be a low bid process. The contract, if awarded, shall be negotiated with the Bidder who can best meet the County's needs as identified in this RFP.

The County makes no promises or guarantees concerning the number of emergency calls or transports, or numbers of patients associated with this RFP. The County has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP.

All Bidders shall be required to submit proposals that do not require the County to pay any subsidy to the successful Bidder. By entering into an agreement with the successful Bidder, the County does not intend to expand, enlarge, or in any way augment its payment obligations beyond those that are now required by State law or County policy, if any. Determination of the extent to which a County policy requires that payments be made shall be within the sole discretion of the County.

1.3 Tentative Calendar of Events (All times are Pacific Standard Time)

January 19, 2005	Request for Proposal available
February 2, 2005	Letters of Intent to submit proposal due by 12:00 p.m.
February 2, 2005	Mandatory Bidders' Conference
February 28, 2005	Deadline for submission of proposals due by 12:00 p.m.
February 28-March 16, 2005	Proposal Evaluation and Bidders' presentations
March 16, 2005	Recommendation of award to County Administrator
March 17, 2005	Public announcement of Recommendation of Award by County Administrator
March 23, 2005 or five (5) business days from public announcement	Final date for submission of Award protests due by 12:00 p.m.
March 29, 2005	Final recommendation of award to Board of Supervisors by County Administrator and Declaration of Intent to Contract by Board of Supervisors
June 22, 2005	Implementation of Service by Contractor

1.4 Basic Requirements for Submitting Proposal

This is a request for proposals for the Exclusive Operating Area (EOA) – Zone 1. The precise boundaries of this exclusive operating area are shown on a map attached as **APPENDIX I** – (Emergency Ambulance Exclusive Operating Areas).

Contractors shall submit a budget proposal for the fee-for-service to provide all services according to minimum standards described in Section 4 of this RFP.

1.5 Background

Lassen County covers 4,547 square miles or 2,916,790 acres in Northeastern California. Water area covers 91,700 acres. Federal lands, including the Lassen, Modoc, and Plumas National Forests, the Lassen Volcanic National Park, the Caribou Wilderness Area, and the Sierra Army Depot cover 63% of the county's landmass.

As of 2004, the County had a population of 34,850 people with 18,100 living in Susanville. Included in the total population is the inmate population of 9,249.

The County is bordered to the north by Modoc County, to the east by the State of Nevada, to the south by Plumas County, and to the west by Shasta County. In the southeastern corner of the County, a small portion of Sierra County shares a border. Lassen County is connected to the Greater Sacramento Valley and to Redding by State routes 44 and 36.

The County's geography varies from agricultural valleys to mountains. The average elevation is 4,245 feet above sea level. Weather ranges from an average summer high of 93 degrees to an average winter low of 28 degrees. In the lower elevations, annual snowfall is 10 inches.

1.6 Current EMS System Description

Emergency medical services in Lassen County are provided by a combination of public and private organizations. These include ground and air ambulance services, public safety agencies, Banner Lassen Hospital, and out-of-county hospitals. Several of the system participants that serve Lassen County are based in neighboring counties or in Nevada.

Lassen County providers face the challenges that are common in many rural areas. They must serve a geographically large area with low population densities. Both response times and transportation times can be long. Seasonal weather can be a problem for ground providers and limits the use of air ambulance too. In addition, patients requiring advanced level hospital services must be transported or transferred to out-of-county facilities.

1.6.1 First responders

Fire departments in Lassen County and the Adin Fire Department (based in Modoc County) provide basic life support first responder services. During the wildland fire season, various agencies, including the U.S. Forest Service and the California Department of Forestry respond to medical emergencies. Due to lack of year-round rescue services in parts of its response area, the Adin based ambulance is trained and equipped to perform simple extrications.

Several fire departments (e.g., Clear Creek, Susan River) do not respond to medical calls. The City of Susanville will provide rescue services outside of the city limits in some circumstances.

1.6.2 Ambulance services

Lassen County is currently divided into four non-exclusive ambulance zones (Table 1). These zones formed through coverage patterns around station locations. As shown in the ambulance study performed by the County in 2000, four stations are required to provide adequate coverage to the County, although the Janesville ambulance is not optimally located to serve the Eastern portion of the County.

Table 1: Current ambulance zones

Zone	Community
North area (served by Modoc Medical Center from Adin and Alturas)	Bieber
	Madeline
	Nubieber
	Termo
South area (served from Janesville)	Doyle
	Herlong
	Janesville
	Milford
	Patton Village Wendell
Susanville	Emerson Lake
	Johnstonville
	Lake Forest Estates
	Leavitt Lake
	Litchfield
	Ravendale
	Spaulding
	Standish
Susanville	
Westwood	Clear Creek
	Westwood

Two providers served the Susanville area on a rotation basis until they merged in 2000. Now each zone is served by a single service. Current providers and their estimated annual responses are shown in Table 2.

Mountain EMS (dba Lassen EMS) served the Susanville area through December 2004. It had one fully staffed ground ambulance with one EMT-Basic and one EMT-Paramedic. An on-call crew was available for their second unit. It discontinued service on December 7, 2004. REMSA, from Reno, Nevada agreed to provide service on a temporary basis.

South Lassen EMS, based in Janesville, serves the South area of the county. It is a non-profit corporation that was formed after Lassen EMS elected to discontinue its Janesville Station. It has one unit, staffed by an EMT-Basic and an EMT-Paramedic. South Lassen EMS has no formal relationship with the Janesville Fire Protection District and does not do any community fundraising. It was initially funded by Lassen EMS and contracts with it for dispatch, billing, and training services as well as for lease of its station.

Westwood Fire Department is responsible for the Southwestern portion of the county. South Lassen EMS serves the Westwood Community Services District with one unit, under a contract with the District. The Westwood unit also provides backup to the Seneca Hospital District in Plumas County.

The North part of the county is served by Modoc Medical Center's Adin and Alturas based units that are based north of the county line. Modoc uses "compensated volunteers" who are paid a standby rate plus an hourly rate when on calls. Two ambulances are available at each station with one primary crew on call; the second unit can be staffed if it is needed.

Table 2: Current ambulance providers

Organization	Location	Estimated responses (2003-2004)
Lassen EMS ¹	Susanville	2,275
Modoc Medical Center	Adin and Alturas	106
South Lassen EMS	Janesville	385
South Lassen EMS	Westwood	360
Mountain Lifeflight	Susanville Airport	420
TOTAL RESPONSES		3,505

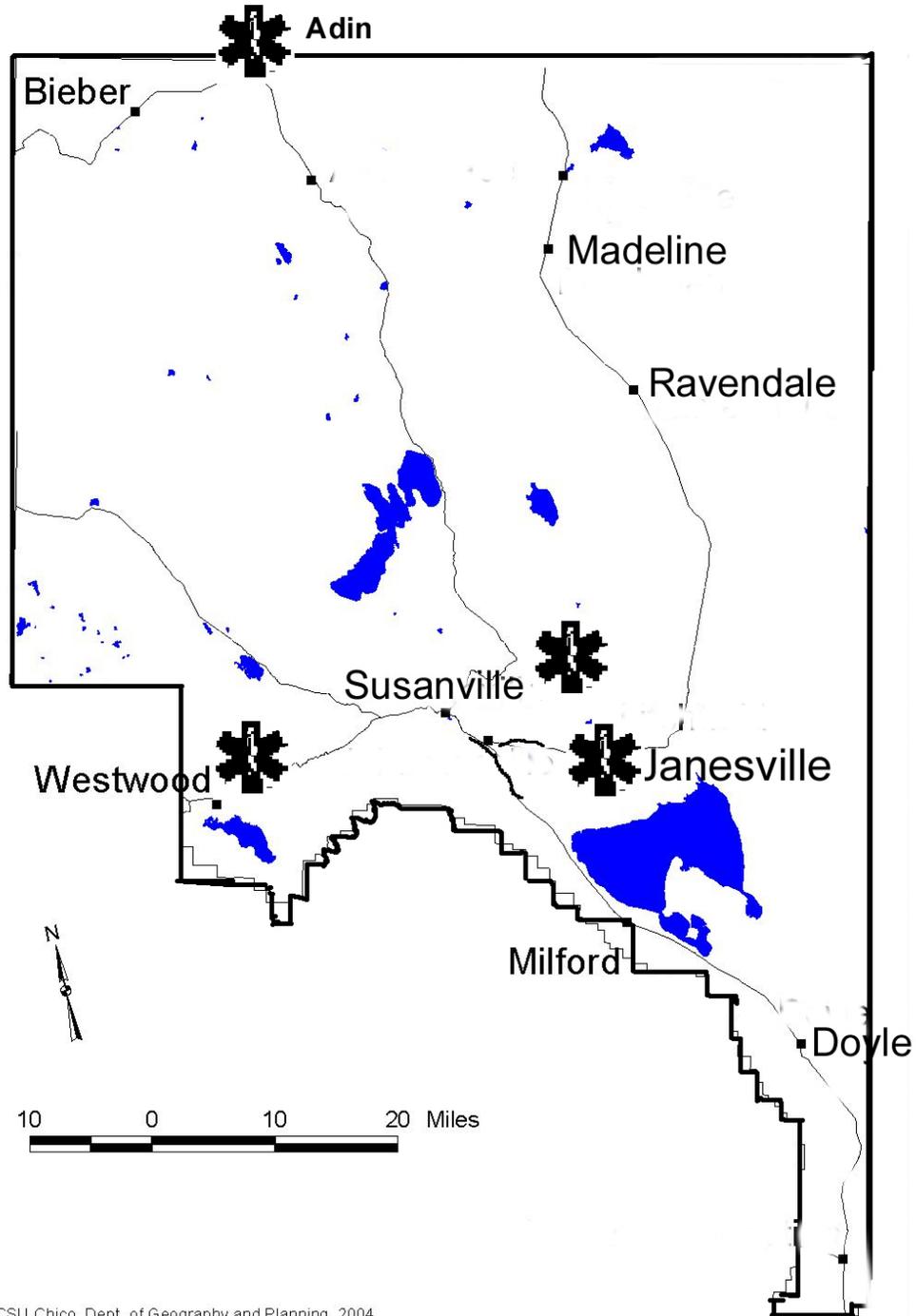
Sources: NorCal EMS, Inc.; Modoc Medical Center

1. Lassen EMS discontinued service on December 7, 2004. The area is served on a temporary basis from REMSA

Several other out-of-county ambulance services and the California Department of Corrections also provide limited ambulance service within Lassen County. Surprise Valley Ambulance (Modoc County) serves a small area of the Northeast corner of the county. Mayers Memorial Hospital ambulance serves Little valley, also in the Northwest. Highway 395 south of Red Rock Road is served out of Reno. In addition, the California Department of Corrections operates its own ambulance service, based in the fire

department, for inmates and uses an ambulance from Susanville for civilians at the prison.

Figure 1: Current Ambulance Locations



CSU Chico, Dept. of Geography and Planning, 2004

No public subsidy is provided to ambulance services in Lassen County other than a contract between Westwood CSD and South Lassen Ambulance. Lassen EMS operates a subscription or "membership" programs in which residents can receive either ground or air ambulance service with no out-of-pocket cost. The service bills the patient's insurance but waives any part of the bill that is not paid by the insurance. Members of Lassen EMS' plan can also use South Lassen EMS and Mountain Lifeflight which accepts insurance as payment in full.

1.6.3 Air ambulance services

Mountain Lifeflight, which is operated by Mountain EMS, is based at the Susanville Airport. Careflight, which is based in Reno, has been approved to provide service to the Southern part of the Lassen County in an area where it has a shorter flight time. Another Reno based service, Medic Air, is also available. In addition, helicopter services based in Chico, Redding, and Reno are available as back-up air ambulance services. Approximately one patient per day is transported by air ambulance in Lassen County.

Ground and air units are dispatched simultaneously in parts of the county, based on a combination of geographic and clinical criteria. In addition, a helicopter can be dispatched upon request of on-scene medical personnel.

1.6.4 Advanced life support

All emergency ambulances in Lassen County operate at the ALS level.

1.6.5 Dispatch services

Primary public safety answering points (PSAPs) in Lassen County are operated by the Lassen County Sheriff's office and the California Highway Patrol (for mobile phone callers). Requests for emergency medical assistance are forwarded to secondary PSAPs. In addition, South Lassen EMS responds directly to calls that it receives on its seven-digit telephone numbers.

Calls are transferred by the primary PSAPs for calls in the Susanville, Janesville, and Westwood zones. Outside of the these zones, the Susanville Interagency Fire Center (SIFC) acts as the secondary PSAP for medical calls and relays information to the appropriate ambulance service.

1.6.6 Regulatory process

Ambulance services operating in Lassen County are subject to regulation by the California Highway Patrol and by Nor-Cal EMS, Inc. The CHP licenses the services and the emergency vehicles themselves.

The Lassen County Ambulance Ordinance requires that ambulance providers within the county have a provider agreement with Nor-Cal EMS.

Nor-Cal EMS is under contract to serve as the local EMS agency for Lassen County. Under its contract with Lassen County, it is responsible for all oversight functions under Division 2.5 of the California Health and Safety Code. In addition to policies developed

pursuant to its authority as a local EMS agency, Nor-Cal EMS is responsible for enforcement of the Lassen County Ambulance Services Ordinance.

1.6.7 Emergency Medical Services (EMS) Plan and Policy Manual

The Lassen County Emergency Medical Services (EMS) Plan was submitted to the California EMS Authority in December 2004. The EMS Plan and policy manual is available at NorCal EMS.

Section 2: Proposal Instructions

2.1 Submission of Letter of Intent and Proposal Application Fee

Any Bidder who intends to submit a proposal shall submit a Letter of Intent. This letter shall be received no later than 1:00 p.m. February 2, 2005 at the following address:

County Administrator's Office
Lassen County
221 S. Roop Street Suite 4
Susanville, CA 96130-4339

All Bidders shall include a \$2,000 non-refundable application fee with the Letter of Intent. The application fee shall be submitted in the form of a Cashier's check made payable to "Lassen County".

2.2 Bidder's Conference

The Bidder's Conference will be the only opportunity for Bidders to discuss the RFP specifications and process. Attendance at the Bidder's Conference is **mandatory** for all Bidders desiring to submit a proposal. Lassen County will accept questions and recommended modifications in writing by 12:00 p.m. January 31, 2005. Address questions and/or recommended modifications (in a separate envelope from the Letter of Intent) to:

County Administrator's Office
Lassen County
221 S. Roop Street Suite 4
Susanville, CA 96130-4339

Answers to all questions raised by any Bidder shall be provided to every Bidder. Any amendments or clarifications to the RFP made following the Bidder's Conference shall be distributed in writing to all Bidders attending the Bidder's Conference.

The Bidder's Conference shall be held:

February 2, 2005 from 11:00 a.m. to 1:00 p.m.
County of Lassen
707 Nevada Street
Second Floor Conference Room
(Above the Board of Supervisors' Meeting Room)

2.3 Submission of Proposals

Proposals shall be submitted in a standard format (refer to Section 4). One original and 12 copies must be received by the County at the location specified below no later than 12:00 p.m. February 28, 2005 and must be clearly marked "Emergency Advanced Life Support Ambulance Services Proposal." Proposals submitted after 12:00 p.m. on February 28, 2005 shall not be considered.

County Administrator's Office
Lassen County
221 S. Roop Street Suite 4
Susanville, CA 96130-4339

Proposals may be modified as long as the modification is received no later than the time and date specified above. No erasures are permitted; errors must be crossed out. Corrections must be in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the proposal. The Bidder or an authorized representative may withdraw a proposal prior to February 28, 2005, provided his/her identity is made known and he/she signs a receipt for that proposal.

A Bidder Bond shall accompany each proposal. The amount of the bond shall be thirty thousand dollars (\$30,000.00). The bond may be in cash, certified check, a bond issued by an admitted surety licensed in the State of California, or an irrevocable letter of credit issued by a bank or other financial institution acceptable to the County in a form acceptable to County Counsel. The County shall retain the bond of the successful Bidder until the performance security required by the contract has been provided and the contract has been fully executed. County shall return the Bidder Bond of those not selected to provide the service after the Board of Supervisors adopts a recommendation for the selection of a provider. A proposal that is not accompanied by the Bidder Bond shall be considered incomplete and will not be processed.

2.4 Access to Submitted Materials

The California Public Records Act, Government Code Sections 6250, et. seq., provides that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in the State. Public records are defined as any writing relating to the conduct of the public's business and are open to inspection during normal business hours.

There are specific exceptions to the Public Records Act. If the County receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the organization whose proposal has been requested to assert any right to confidentiality that may exist. The County shall not make that assertion on behalf of the Bidder. Bidder shall submit confidential information in a separate, sealed envelope with the proposal and indicate where confidential information has been submitted. Absent a judicial

determination that the documents are exempt from disclosure, they shall be subject to inspection.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County of Lassen, and/or its agents, officers or employees, that the County has violated a Bidder's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

2.5 Official Contacts Only

All correspondence regarding this RFP should be made in writing to:

County Administrator's Office
Lassen County
221 S. Roop Street Suite 4
Susanville, CA 96130-4339
Fax: 530-251-2663

Section 3: Evaluation, Award Recommendation, Contract Negotiations

3.1 Proposal Review Structure

The County Administrator shall appoint a Proposal Review Committee (the Committee). The Committee shall review the proposals, interview Bidders, rank the proposals, and make a recommendation of award to the County Administrator. Meetings of the Committee shall be closed to the public.

During the Proposal Review Committee's process, Bidders shall be expected to give a one-hour presentation and answer questions regarding their proposals. It is anticipated that this session will be scheduled during the week of March 14, 2005.

The County Administrator reserves the right to accept or reject the Committee's recommendation. The County may conduct investigations of Bidders submissions and claims as it deems necessary prior to making its recommendation to the Board of Supervisors.

3.2 Scoring Criteria

The County shall utilize several factors in evaluating the Bidders' proposals. Through the evaluation of these factors, the County proposes to identify the best-qualified Bidder, offering high quality service under a reasonable ambulance rate structure to meet or exceed the County's minimum requirements as specified herein. Where documentation is incomplete or silent, it shall be assumed that the Bid is deficient.

Scoring for this RFP shall be:

Area	Value	Reference
Credential Review	200	4.2 Section II pages: 16-17
Operational Review	300	4.3 Section III pages: 17-40 Forms A5 and A6
Fiscal Review	200	4.4 Section IV pages: 40-44; Forms A7, A8 and A9
Enhancements	100	4.6 Section VI page: 43-44
Total point value	800 points	

3.3 Disqualification/Appeal Process For Failure to Meet Minimum Requirements

County staff shall evaluate Bidder's ability to satisfy minimum requirements. Bids determined to be non-responsive shall be disqualified and shall not be reviewed by the Proposal Review Committee. Disqualified Bidders will be notified by mail. If information submitted in proposal is incomplete or unclear County may, in its discretion, correspond with the Bidder in an effort to make the information complete and clear.

Bidders may appeal such a notice to the County Administrator. Appeals shall only be allowed where there has been a possible misinterpretation of the materials submitted by the Bidder. Incomplete or unclear information submitted in the Bidder's proposal shall not form the basis of an appeal and the Bidder shall not be allowed to submit additional information to correct noted deficiencies.

An appeal shall be submitted in writing to the County Administrator within five County business days from the date on the letter of the County's notice of non-responsiveness. The appeal shall include the Bidder's specific objection to the bid being classified as non-responsive and the specific section of the Bidder's proposal that includes the required documentation that is at issue. The Bidder may not submit additional information missing from the original submitted proposal.

Proposal under appeal shall be submitted to the Proposal Review Committee pending a ruling by the County Administrator. Such a ruling shall be made within ten County business days.

3.4 Protest of Award of Bid

All protests shall be in writing, signed and addressed to:

County Administrator's Office
Lassen County
221 S Roop Street
Susanville, CA 96130-4339

Protests shall be relevant to the RFP. Protests shall state the reason(s) for the protest, citing the law, rule, regulation or procedure on which the protest is based. If a protest is based on what appears to be an erroneous assessment of the ability of a Bidder to meet the RFP specifications and requirements, the Bidder shall provide facts and evidence to support the claim. Incomplete or unclear information submitted in the Bidder's credentials/proposal shall not form the basis of a protest and the Bidder shall not be allowed to submit additional information to correct noted deficiencies. If the protest is sent via U.S. Mail, it must be sent certified or registered. If the protest is delivered in person the protester shall obtain a receipt of delivery. All protests shall be submitted not later than 12:00 PM on March 23, 2005 or five days from public announcement of Recommendation of Award. A protest may result in the date of implementation of contract and services to be deferred.

Bidder shall pay the County reasonable costs of responding to protests.

3.5 Contract Negotiations

Contract negotiations between the winning Bidder and the County shall be based upon the RFP standards and the Bidder's proposal, including any proposed enhancements included in the Bidder's proposal. The contract shall incorporate no less than the minimum performance and contractual standards in the RFP, which may include any proposed alternatives and/or restructuring of system design elements proposed by Bidder and agreed upon by County. The provisions of the RFP and the Bidders proposal shall be incorporated into the contract. Bidders are cautioned to include only those standards in their proposal that the Bidder proposes to provide through the contract. Bidders shall not participate in this process in the belief that minimum performance and contractual standards shall be altered during contract negotiations.

Section 4: Proposal Format and Description of Contents

All proposals shall be typewritten, using a font of Arial 12 point, or equivalent, and unbound. The use of three ring binders is acceptable. All proposals shall include page numbers and have major sections tabbed.

Each proposal shall include a table of contents. The table of contents shall outline the proposal content and shall be in the sequence described and use the numbering system presented consistent with the requirements of this Section. Any information, which does not fit logically into one of these labeled sections, shall be appended to the proposal. Attachments shall be identified in a section separate from proposal. Unless otherwise specified, no more than three pages shall be utilized to provide the information as required in each section or subsection thereof.

- Bidder **shall** submit a proposal for Option A: All minimum requirements described within the Request For Proposal.
- Bidders **shall** also submit a proposal for Option B (if Option A does not provide for an ambulance stationed in Westwood 24 hours a day, 7 days a week): All minimum requirements described within the Request For Proposal as described in Option A ***plus*** an ambulance stationed in Westwood 24 hours a day, 7 days a week.
- Bidders **may** also submit a proposal for Option C: A subscription service for ground and/or air ambulance service. See Section 4.5

For each Option submitted, a complete 3-year budget Form A7, Proposed Ambulance Rates Form A8 and Charge Scenarios Form 9 must be included if the budget, rates or charge Scenarios differ.

4.1 Section I: Required Documents

- Proposal Identification Page – (Form A1)
- Statement of Intent and Affirmation – (Form A2)
- Investigative Authorization – Company - (Form A3)
- Investigative Authorization – Individual - (Form A4)
 - Owner
 - General Manager
 - Key Personnel

4.2 Section II: Credentials (200 points)

Respond to the following items:

- A. Describe your organization's history and experience in providing emergency and advanced life support ambulance service.
- B. List every community your organization currently serves and every community it previously served. Indicate the type and level of service provided, the contract period, and whether the contract was competitively awarded. For each agency provide the name, address, contact person and telephone number, remaining term of each contract (if any) and the status of any upcoming bids that may affect future operations. Include the circumstances under which any contracts were terminated and allegations of deficient service if applicable.
- C. Document your organization's experience in providing emergency and advanced life support ambulance services that satisfactorily responded to a minimum of ninety percent (90%) of all requests for a code 3 response within a metropolitan/urban area, within eight (8:00) minutes or less; and to a minimum of ninety percent (90%) of all requests for a code 3 response within a suburban/rural area, within twenty (20:00) minutes or less, for an uninterrupted period of not less than one year.
- D. Document your experience in the operation of a dispatch/communications facility providing emergency ambulance dispatch and communications services. Include, as applicable, experience with primary and secondary Public Safety Answering Point (PSAP) operation, Computer Aided Dispatch (CAD), the use of Automatic Vehicle Locator systems (AVL), the use of Mobile Data Terminals, Call Prioritization, Pre-Arrival Medical Instructions and coordination with public safety and first responder agencies. If Bidder has been restricted in or precluded from operation of such dispatch services, Bidder shall submit a letter from the governing agency and/or EMS Agency imposing such restriction or preclusion.
- E. Briefly describe improvement opportunities identified by your organization:
 - Two administrative improvements;
 - Two operational improvements; and
 - Two clinical improvements.
- F. Furnish documentation to establish your organization's current net worth and the form of that net worth, including its capacity to convert non-liquid assets into cash if needed. Provide an audited financial statement of current assets and liabilities for the past two years.
- G. Document your organization's access to working capital, including the finance of equipment, in an amount deemed necessary by the Bidder. (If Bidder

intends to borrow any portion of such working capital, enclose acknowledgment from the lender that its accounts receivable shall, under the contract, be subject to restrictions that would make them unavailable to the lender in the event of a major default.)

- H. Describe the amount of current reserve borrowing power and provide supporting evidence including bank and other credit references for your organization.
- I. Submit a list including title of case, case number, court and monetary amount of any litigation in the past five years involving your organization or any principal officers, in connection with a contract or bid for similar services or in the connection with delivery of EMS services.
- J. Describe the circumstances of any bankruptcy filings or terminations of emergency ambulance services involving your organization within the past five years.
- K. Provide names, qualifications, and experience of any proposed subcontractor to be used in providing emergency ambulance response services in connection with your organization's proposal.

4.3 Section III: Operations (300 points)

The Operations Section of the proposal shall include:

- The Bidder's Acceptance of the Minimum Requirements (Form A5);
- Compensation Package for EMT-P, EMT-Is and Dispatchers (Form A6);
- Description of Bidders method/manner of meeting the minimum requirement or criteria; and
- Indicate any enhancement or proposal for exceeding the minimum requirement or criteria.

Minimum Requirement: *Ensure all operational policies meet or exceed state, federal or County laws, statues, and policies.*

4.3.1. Start-Up

Describe how your organization would manage the implementation of services with less than three-month from the contract approval to implementation. (Include fleet, other equipment, staff and key personnel.)

4.3.2. Initial Coverage Plan -- Deployment Plan (*Page limitation waived on this item*). Include a second deployment plan for Option B if different from Option A.

A. Deployment Parameters -- All Contractor ambulance responses under the terms of its agreement with the County shall be dispatched only within assigned

County's exclusive operating area (EOA), or as directed by SIFC, or in compliance with policies and protocols established by the County.

Deployment plans shall:

1. Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
2. Describe 24 hour and any system status management strategies.
3. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume within the EOA.
4. Include a map identifying proposed ambulance station or post locations and identifying those geographic areas within the response time zones as indicated in this RFP.
5. Specify the anticipated average response times to each community including variations based upon variable deployment patterns.
6. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
7. Describe any planned use of on-call crews.
8. Describe any mandatory overtime requirements.
9. Describe how workload shall be monitored for personnel assigned to 24-hour units.
10. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
11. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

Present a proposed deployment plan that complies with all minimum requirements of this RFP. The Initial Cover Plan shall be utilized for at least the first three months of operations.

B. On-going Deployment Plan Requirements -- Following the contract award, a current deployment plan shall be kept on file with the Ambulance Enforcement Officer. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. Failure by Contractor to redeploy or add ambulance units within two months of notice by the Ambulance Enforcement Officer shall constitute a major breach of contract. The Contractor shall submit proposed changes in the deployment plan in writing to the Ambulance Enforcement Officer 30 days in advance. The 30-day notice may be waived if an emergency adjustment to the plan is needed to correct an acute performance problem.

Minimum Requirement: *Keep a current deployment plan on file with the Ambulance Enforcement Officer and a plan to redeploy or add ambulance hours if response time performance standard is not met.*

4.3.3 Response Time Standards/Penalties

A. Response Times -- Code 3 response times vary depending upon the response-time zone to which the ambulance provider must respond. There are three response time zones in Lassen County. See Appendix II.

Supply supporting documentation to demonstrate organization's ability to meet the response time criterion. Such documentation shall contain procedures, including monitoring and verification procedures, to be used to record and analyze response time statistics.

Minimum Requirement: Accept County response time performance standards for response to Code 3 requests.

B. Penalty For Failure to Meet Response Time Standard

The Contractor shall pay the County \$10.00 per minute for each response time that does not meet the response time standard.

Minimum Requirement: Accept County response time penalty for response to Code 3 requests.

C. Response Time Compliance Areas

The ambulance zone has been subdivided into smaller response time compliance areas which are: the Susanville and vicinity; Westwood and vicinity; South Zone and vicinity (Milford, Litchfield). The Contractor shall have a Code-3 ALS response time compliance of 90% each quarter, within each compliance area.

Minimum Requirement: Accept County response time compliance areas for response to Code 3 requests.

D. Penalty For Failure to Meet Response Compliance Area Time Standard

Code-3 response less than 90% in any response time compliance area during a quarter will be considered a minor breach and will be fined \$250.00 per occurrence.

Minimum Requirement: Accept County response time compliance penalty for response to Code 3 requests.

E. Response Time Exceptions -- In some cases late responses may be excused from financial penalties and from response time compliance reports. These excuses shall be for good cause only, as determined by the County. The burden of proof that there is good cause for the excuse shall rest with the Contractor and Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis. Contractor shall file a request for each response time excuse on a monthly basis with the Ambulance Enforcement

Officer within 15 days of the end of the previous quarter. Such request shall list the date, time, and the specific circumstances causing the delayed response.

Excuses may be granted for instances of "mutual aid" or "unusual system overload" or other reasons consistent with EMS policy and procedure. The financial penalties may be waived based on special circumstances.

Minimum Requirement: *Accept the Response Time Exception procedure.*

F. Response Time Calculation -- Response times shall be calculated from the hour and minute the call is received at Contractor's dispatch center to the hour, minute and second the Contractor arrives on scene with a fully equipped and staffed ALS unit. Response times shall be date stamped/time stamped by a time-stamp machine or by a computer aided dispatch (CAD) system.

Minimum Requirement: *Agree to calculate ambulance response times as described.*

G. Applicable Calls -- Response time standards shall only be applicable to Code 3 calls. Each incident shall be counted as a single response regardless of the number of ambulances actually utilized and only the first arriving ambulance's time shall be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if response time standards are exceeded at the time of cancellation or downgrade.

H. Penalty for Failure to Respond: In the event the Contractor fails to respond to, or is unable to respond to an emergency medical request, and refers that call to another agency, the Contractor shall pay County a \$500 fine per incident. Chronic referral of such calls shall subject the Contractor to a review of their system status management plan and may constitute a major breach.

Minimum Requirement: *Accept penalties for applicable calls including failed response and to report these calls as required by County.*

I. Penalty for Failure to Meet Response Time Standard -- Contractor shall pay County \$250 for each ambulance response which does not meet the response time standard and falls below the 90% compliance standard in each quarter.

Minimum Requirement: *Accept penalty for failure to meet response time standard, and acknowledge that payment of penalty does not relieve Bidder of responsibility for compliance with response time standards.*

J. Penalty for Failure to Provide Data to Determine Compliance -- Each time an ambulance is dispatched and the ambulance crew fails to report and document on-scene time, Contractor shall pay County \$250. When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required response time for purposes of determining

response time compliance. In order to rectify the failure to report an on-scene time and to avoid the penalty, Contractor may demonstrate to the satisfaction of the Ambulance Enforcement Officer an accurate on-scene time, however, the response would then be subject to response time penalty calculations.

Minimum Requirement: *Accept penalties for failure to provide data necessary to determine response time compliance.*

K. Performance Report -- Within fifteen (15) working days following the end of each quarter, Contractor shall submit a written report to the Ambulance Enforcement Officer, in a manner required by the Ambulance Enforcement Officer, identifying each emergency call dispatched which did not meet response time standard, each use of a BLS ambulance when an ALS unit had been requested, and each failure to properly report times necessary to determine response time, on-scene time, and transport time. Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems.

Minimum Requirement: *Provide monthly performance reports in the required format, including identifying emergency calls that did not meet response time standard, ALS staffing standard or the response time data requirement.*

L. Penalty Assessment – Contractor shall pay County quarterly for any penalties after receipt and acceptance by Ambulance Enforcement Officer of performance reports with penalties identified for the previous calendar month.

Minimum Requirement: *Accept the penalty assessment procedure.*

M. Penalty Disputes -- If Contractor disputes Ambulance Enforcement Officer's response time calculation, or the imposition of any other penalties, Contractor may appeal to the Emergency Medical Care Committee in writing within ten (10) working days of receipt of notice of penalty. The written appeal shall describe the problem and provide an explanation of the reasons why such penalty should not be assessed. The Emergency Medical Care Committee shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor within ten (10) working days of receipt of such requests and advise of the determination of such review. The decision of the Emergency Medical Care Committee regarding such matters shall be final.

Minimum Requirement: *Accept the penalty dispute procedure.*

N. Air Ambulance/Air Rescue Services -- The County reserves the right to allow helicopter air ambulance or helicopter air rescue services to operate in the County for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights and transportation within the exclusive operating area. Prehospital utilization of such services is based upon Lassen County and NorCal EMS policies and procedures. The Contractor shall comply with Lassen County and NorCal EMS policies and

procedures regarding the use of these services. Dispatch services for helicopter ambulance services and helicopter rescue services shall be provided in accordance with NorCal EMS policies and procedures.

Minimum Requirement: *Agree to use air ambulance and air rescue services according to NorCal EMS Policies.*

O. Standby and Special Events -- If the sponsor of a special event wants a dedicated standby emergency ambulance at the event, Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services. Nothing herein shall excuse Contractor from satisfying its obligations under the terms of its contract with the County.

Minimum Requirement: *Standby and special events shall not be used as an excuse for meeting the terms of its contract with the County.*

4.3.4 Dispatch Requirements

A. Equipment and Software -- Contractor shall provide dispatch for services necessary to receive and respond to requests for emergency and advanced life support ambulance services. Contractor's dispatch center shall be capable of dispatching all ambulance units used in providing services proposed. Contractor shall establish mechanisms for the evaluation of dispatch operations as well as problem identification and resolution. Contractor shall have a plan to provide for emergency and advanced life support ambulance dispatch during any period of primary dispatch system failure. Contractor shall pay for all interfaces to its computer equipment, and for hardware at its dispatch facility.

A time-stamp/date-stamp machine or a Computer Aided Dispatch (CAD) system shall be utilized to record dispatch information for all ambulance requests. The time-stamp or CAD system shall include the date, hours, minutes and seconds. All radio and telephone communications shall be recorded on tape and kept for a minimum of 90 days. Contractor shall have capabilities for 24-hour, "real time" recordings of all incoming emergency telephone lines and radio frequencies shall be retained by the Contractor for six (6) months. Dispatch logs shall be kept and maintained.

Communication system infrastructure (including authorization and use of medical radio frequencies and repeaters for those frequencies under the coordination and control) shall be provided, for Contractor's use.

Describe your dispatch system including:

- 1) A description of the dispatch equipment, radio equipment and radio system the Bidder intends to utilize, as well as evaluation mechanisms and problem identification procedures.
- 2) Provide a description of how, in what manner, and by whom such equipment shall be purchased, maintained and owned.
- 3) Describe the proposed interface of its equipment with the County communication system.
- 4) Describe the dispatch methods to be utilized by the Bidder including the method of receiving emergency dispatch information from the 9-1-1 public safety answering point.

B. Dispatch Policies and Procedure Requirements:

All ambulance dispatchers shall be trained and certified Emergency Medical Dispatchers able to provide pre-arrival instructions. All dispatchers shall receive a company orientation as well as a thorough orientation to the County EMS system before being assigned to operate as part of Contractor's ambulance dispatch system. On-going mechanisms shall be in place for the evaluation of dispatcher performance, education and training of dispatchers, as well as dispatch problem identification and resolution.

Contractor shall utilize only dispatch policies and procedures that have been authorized by Ambulance Enforcement Officer.

Contractor shall ensure that all dispatching and communications with its ambulance units is conducted in a manner consistent with Federal and State 9-1-1 Communications Standards, including EMS Agency policies and procedures.

Contractor shall work cooperatively with the County and NorCal EMS to plan for and implement upgrades and enhancements of its dispatch and communications system that are mutually agreed to be beneficial to the system and financially feasible for the Contractor.

Describe the following:

- 1) Initial and on-going medical dispatcher preparedness;
- 2) Design and approval of dispatch policies and procedures; and
- 3) On-going evaluation and improvement process for dispatch.

Minimum Requirement: *Meet dispatch and communications requirements as set forth in Section 4.3.4.*

4.3.5 Clinical and Staffing Standards

County expects that the provision of emergency and advanced life support ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, and NorCal EMS policies, procedures and field treatment guidelines. All persons employed by Contractor in the performance of work under this contract shall be competent and holders of appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession. Contractor shall be held accountable for its employees' performance and actions. Patient's privacy and confidentiality shall be protected.

Minimum Requirement: *Ensure that personnel meet or exceed clinical/operational standards established by NorCal EMS policies, procedures and field treatment guidelines.*

A. Ambulance Staffing -- Contractor shall, at all times, staff each ambulance with one person who is licensed in the State of California and accredited in Lassen County as an Emergency Medical Technician-Paramedic ("EMT-P") and one person who is certified as an Emergency Medical Technician-I ("EMT-I"), as those terms are defined in the California Health and Safety Code and the California Code of Regulations.

Describe the mechanism for ensuring that ambulance-staffing standards shall be met.

B. Advanced Cardiac Life Support (ACLS) -- All paramedic ambulance personnel shall be currently certified in Advanced Cardiac Life Support (ACLS) that meets the Journal of the American Medical Association (JAMA) standards.

Describe the mechanism for ensuring that all paramedic ambulance personnel meet ACLS certification standards.

C. Advanced Scope of Practice: -- EMT-Ps accredited by NorCal EMS shall complete training in advanced scope of practice skills and medications listed in NorCal EMS's advanced scope of practice for EMT-P, prior to performing these skills on patients in the field setting. Contractor shall be responsible for ensuring that EMT-P assigned to ALS ambulances have completed this training and annual refresher courses.

Describe the mechanism for ensuring that paramedic personnel meet advanced skills training requirements including annual refresher training and for ensuring that all ALS units are staffed with at least one individual trained to provide these skills.

D. Penalties for Failure to Meet Ambulance Staffing or Clinical Standards -- Contractor shall pay County \$250 whenever an ambulance not staffed as required above responds to an emergency medical request. Within 72 hours of discovery, Contractor shall provide Ambulance Enforcement Officer with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

Minimum Requirement: *Subject to right of appeal, accept penalties for failure to meet ambulance staffing and clinical standards and to report any failure as required by County.*

E. Management and Supervision -- Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one field supervisor with emergency medical experience shall be on-duty or on-call at all times to oversee and provide support to field personnel. Contractor shall be responsible for providing the pre-accreditation field evaluation phase of the paramedic accreditation process for its ambulance personnel.

Describe the management structure your organization will use to administer/oversee emergency ambulance services.

F. Orientation of New Personnel -- Contractor shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, EMS system overview; EMS policies and procedures; radio communications with and between the Contractor, base hospital, receiving hospitals, and communications centers; map reading skills (including key landmarks), routes to hospitals and other major receiving facilities, emergency response areas within the county and in surrounding areas; and ambulance equipment utilization and maintenance, in addition to Contractor's policies and procedures. Contractor shall be responsible for ensuring that this standard is met.

Describe your organization's orientation program.

G. In-Service Training and Continuing Education -- Contractor shall have a program for ensuring that personnel are prepared to respond to emergency requests through in-service training and continuing education (CE). If Contractor staffs an ambulance with a EMT-P and an EMT-I, Contractor shall implement a

program, to train EMT-I personnel to assist EMT-P in the provision of advanced life support patient care.

Describe your in-service and continuing education policies/program including a program approved by the County for preparing EMT-Is to work with EMT-P partners if ambulance staffing is one EMT-P and one EMT-I.

H. Driver Training -- Contractor shall maintain an on-going driver-training program for ambulance personnel.

Describe your organization's driver-training program.

I. Preparation for Multi-Victim Response -- Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities under the Multi-Casualty Medical Incident Response Plan (MCI) as well as the County Disaster Plan. At a multi-victim scene, Contractor's personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with Standardized Emergency Management System (SEMS) legislation.

Describe your organization's mechanism for ensuring that all personnel are trained and prepared to assume responsibilities in multi-victim situations in accordance with SEMS and ICS.

4.3.6 Continuous Quality Improvement Program

A. CQI Program -- Contractor shall establish a comprehensive continuous quality improvement (CQI) program approved by the EMS Agency designed to interface with NorCal EMS's evolving CQI Program, including participation in system related CQI activities. The Contractor's CQI program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The CQI program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer services practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.

Desirable features for the CQI program shall include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education.

Describe your organization's continuous quality improvement program including training for personnel.

Minimum Requirement: *Comply with CQI reporting on a quarterly basis.*

B. Inquiries and Complaints -- Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Describe your inquiry and complaint management system. Include cycle times for in-process measures (i.e., length of time from initial call to time organization contact).

C. Incident Reports – Contractor shall complete an incident report within 48 hours by all parties involved in an unusual occurrence. Contractor shall immediately notify the Ambulance Enforcement Officer of potential violations of the California Health and Safety Code, California Code of Regulations Title 22, or local EMS agency policies, Vehicle Code, Title 13, county policies, procedures and ordinance

Describe or provide your organization's incident reporting policy.

Minimum Standard: *Cooperate fully with NorCal EMS or State EMS Authority in the investigation of an incident or unusual occurrence.*

4.3.7 Compensation/Working Conditions for Ambulance Personnel

A. Work Schedules and Conditions -- Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. Contractor shall ensure that ambulance personnel and dispatchers working extended shifts, part time jobs, and/or voluntary or mandatory overtime, are not fatigued to an extent which might impair their judgment or motor skills. Contractor shall demonstrate that these personnel are provided sufficient rest periods to ensure that personnel remain alert and well rested during work periods.

Describe work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.

B. Compensation/Fringe Benefits -- The County expects the Contractor to provide reasonable compensation and benefits in order to attract and retain experienced

and highly qualified personnel. The County encourages the Contractor to establish creative programs that result in successful recruitment and retention of personnel. Contractor shall demonstrate, initially and throughout the term of Contract, that the compensation program provides the incentive to attract and retain skilled and motivated employees.

1. Provide copy of all personnel (including EMT-P, EMT-I and dispatcher) compensation/fringe benefits package.
2. Submit completed copies of Compensation Package (Form A6) for EMT-P, EMT-Is and Dispatchers.

C. New Employee Recruitment and Screening Process – Contractor shall operate an aggressive, stringent, and comprehensive program of personnel recruitment and screening designed to attract and select field and dispatch personnel.

Describe your personnel recruitment and screening process.

D. Treatment of Incumbent Workers -- The Contractor shall provide a reasonable opportunity for the employees of the current incumbent provider to seek employment with Contractor.

Briefly describe your process to offer jobs to employees of the incumbent.

E. Communicable Diseases Safety and Prevention -- Prehospital medical personnel are at increased risk for certain communicable diseases, including tuberculosis and those spread by blood borne pathogens. The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.

Describe your organization's communicable disease control policies, and procedures for enforcement.

F. Critical Incident Stress Debriefing -- The nature of work in emergency medical services produces stress in providers. Contractor shall maintain a critical incident stress debriefing program and an on-going stress reduction program for its employees.

Describe your organization's critical incident stress debriefing program and your on-going stress reduction program.

4.3.8 Equipment and Supplies

A. Ambulances -- All ambulances used under the contract shall be of a Type I, II, or III, shall be in good condition, and shall meet or exceed the current Federal KKK standards at the time of the vehicles' original manufacture, except where such standards conflict with State of California standards, in which case the State standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of California.

The Contractor shall maintain, and provide to the Ambulance Enforcement Officer, a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the Contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the contract shall be reported to the Ambulance Enforcement Officer.

1. Include an attachment of the list of proposed ambulances for this contract and or specifications for new vehicles to be purchased for this contract.
2. List specifications developed to improve reliability; and any standard modifications to be made to new vehicles prior to placing them in service.
3. Describe your proposed fleet size in relation to peak load coverage requirements and fleet standardization policies.

B. On-Board Ambulance Equipment and Supplies -- Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet Federal, State, and local requirements for ALS level ambulances, including the requirements of EMS Agency polices and procedures. Contractor shall be responsible for stocking all expendable supplies including medications.

All medical equipment shall be in good repair and in working and safe order at all times. The Contractor shall clearly describe in its proposal how equipment is selected for use and the procedures that ensure such equipment is properly maintained. Contractor shall have sufficient medical equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

The Contractor shall furnish, operate, maintain, and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, necessary to fulfill its obligations under the contract. The Contractor shall furnish and maintain a detailed inventory of medical equipment and supplies on-board its ALS units, consistent with EMS Agency policy.

Provide detailed list of equipment (including communications equipment) and supplies, including quantities and brand names to be carried on each ambulance.

C. Radio Communications -- Contractor shall ensure that each ambulance is be equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with the 9-1-1 PSAP, the Contractor's dispatch center, the base hospital, other hospitals, fire agencies on fire responder tactical frequencies, and public safety agencies. Contractor shall have an internal radio communications system including a portable communications link between Contractor's ambulance crews and its dispatch center. Contractor shall ensure that each ambulance unit utilized in the performance of services under the contract is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need; and radio communications equipment sufficient to meet or exceed the requirements of EMS Agency policies and procedures.

See box above for compliance with proposal format.

D. Safety Equipment -- Contractor shall provide personnel with equipment necessary to ensure protection from illness or injury when responding to an emergency medical request.

Describe steps taken to ensure safety of ambulance personnel.

E. Vehicle Maintenance Program -- Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern ALS service.

Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance, shall be immediately removed from service.

Contractor shall submit a vehicle maintenance program in writing to the Ambulance Enforcement Officer. Records of vehicle maintenance shall be submitted to the Ambulance Enforcement Officer on an annual basis.

Appearance of vehicles shall be excellent. Contractor shall repair all damage to ambulances in a timely manner.

1. Submit qualifications of maintenance personnel to be utilized, including maintenance program managers.
2. Describe proposed maintenance practices.
3. Describe proposed automated or manual maintenance program record keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
4. Document your previous three-year vehicle failure rate including units enroute, at scene or with a patient on board.
5. Describe your proposed policies regarding timing of equipment replacement and maintenance incentive programs.

4.3.9 Disaster Preparedness

A. Personnel -- The Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or declared disaster situations. This plan shall include the ability of the Contractor to alert off-duty personnel.

To the extent that Contractor has units available, but consistent with its primary responsibility to provide ambulance and emergency medical services in the exclusive operating area, Contractor shall render immediate "instant aid" and "mutual aid" to those providers of emergency medical services operating within adjacent areas in order to insure that timely emergency medical services are rendered to persons in need of such services within those areas.

Describe your organization's disaster preparedness plan/policies.

B. Disaster Planning -- Contractor shall actively participate with the County in disaster planning. Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the County and with other agencies. The Contractor shall provide EMT-P and EMT-I staff, and transport resources, for participation in any County disaster drill in which the County disaster plan/MCI plan is tested.

Minimum Requirement: *Actively participate with the County in disaster planning; designate a representative to regularly attend meetings and be the liaison for disaster activities, and to provide EMT-P and EMT-I staff and transport resources for participation in County disaster drills.*

4.3.10 Business Office, Billing and Collection System

A. Local Office -- Contractor shall establish and maintain a business office within in a location that is readily accessible to the public. If the location is not in Lassen County, the Contractor shall provide a toll-free number. The business office shall be open during normal business hours. Personnel at the business office shall be trained and authorized to provide necessary information to the public and customers related to the billing procedures and disputed bills.

Identify the location and hours of a local business office.

B. Billing and collections system -- Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims and identifying the following patient account information:

1. Describe your billing and collection system.
2. Provide a copy of late notice.
3. Describe how your organization evaluates and improves the billing and collection system regularly.

4.3.11 Data Collection/Performance Reports

A. Data System Hardware and Software --

Contractor shall utilize the Nor-Cal EMS automated Patient Care Reporting (PCR) system software program. Lassen County currently utilizes an web base system for the patient care record portion of the system.

Contractor shall be responsible for providing the following:

- A personal computer (PC) for each station.
- Web access.
- Hardware and software maintenance and upgrades as needed.

Minimum Requirement: Provide the necessary hardware, linkages and staff to comply with the requirements of NorCal EMS's data system.

B. Use and Reporting Responsibilities -- The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as specified in the California Health and Safety Code.

The database system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for the patient (e.g., automated dispatch system call number), automated dispatch system information for the

response, pre-hospital personnel for the response, patient information (e.g., name, address, insurance), patient history and physical findings, treatment rendered, disposition, emergency department outcome information. Contractor shall comply with the requirements for the PCR (patient care report) as identified in NorCal EMS policy.

The database system shall be used for continuous quality improvement. Examples of some of the features that are included are automatic "flagging" of certain predetermined events in order to facilitate quality (e.g., extended on-scene times). Manual "flagging" shall also be possible so that any participant in a patient case could request a review (e.g., dispatcher, ALS first responder, ambulance personnel, receiving hospital emergency physician, base hospital coordinator).

Contractor shall maintain current records related to EMT-P licensing, accreditation, certification, and continuing education. Contractor shall continuously provide Ambulance Enforcement Officer with a list of EMT-P and EMT-Is currently employed by the Contractor. Information shall include, but not be limited to, name, address, telephone number, social security number, California paramedic license number, NorCal EMS Paramedic accreditation number, ACLS expiration date, the CPR expiration date and California driver's license number. Information necessary to keep this list current shall be submitted at least monthly.

Minimum Requirement: Complete, maintain, and upon request, make available to Ambulance Enforcement Officer copies of:

- *Number of emergency responses and transports.*
- *Personnel records (including current licensure and certification).*
- *Equipment failure reports.*
- *Equipment and vehicle maintenance reports.*
- *Patient billing and account documentation.*
- *Continuous Quality Improvement program reports.*
- *A complete listing of all service complaints received and their disposition/resolution.*

C. Annual Financial Audit -- Contractor shall provide to the Ambulance Enforcement Officer annual audited financial statements prepared by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the Ambulance Enforcement Officer within one hundred twenty (120) calendar days of the close of each fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Lassen County operation shall be required and shall be subject to the independent auditor's opinion.

Minimum Requirement: Provide the Ambulance Enforcement Officer an annual audited financial statement according to the requirements identified.

4.3.12 Other Requirements

A. Public Information and Education -- Contractor shall participate in the EMS related public education and information including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion.

Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen CPR, disaster preparedness, injury prevention, seat belt and helmet use, and infant/child car seats. Other appropriate activities might include blood pressure screening, speaking to community groups, and programs for school children and adolescents. Contractor shall work collaboratively with other public safety and EMS related groups such as the American Heart Association, the American Red Cross, and health care organizations to plan and provide public education programs.

1. Describe your current role in Public Information and Education.
2. Identify any changes you intend to make in Public Information and Education due to the successful acquisition of this contract.

B. Base Hospital Relationship -- Contractor shall establish and maintain a relationship and an operational agreement with the Banner Lassen Hospital as its base hospital medical control. Contractor shall describe the relationship and operational agreement that will exist with Banner Lassen Community Hospital.

Describe your proposed relationship and operational agreement with Banner Lassen Community Hospital. (This section shall not exceed five pages.)

C. First Responder Relationship -- Contractor shall develop mechanisms to exchange such long spine boards and straps/head blocks, and restock medical supplies used by first responder units when treatment has been provided by the first responder personnel and patient care is assumed by Contractor's personnel. If Contractor is canceled enroute, or at the scene and no patient contact is made by Contractor's personnel, Contractor shall not be obligated to restock first responder supplies.

Additional First Responder Integration may include but not be limited to:

1. Training Program -- integration of ambulance personnel and first responder personnel in-service and other training.
2. Medical Record Keeping -- participation in an integrated medical record keeping system involving both ambulance crews and first response personnel.
3. Continuous Quality Improvement – a continuous quality improvement program involving first responder agencies.

4. Shared Credit in Public Relations -- public relations efforts are designed to appropriately share credit with first response personnel, when appropriate.

Describe your proposed relationship with Lassen County first responders.
(This section shall not exceed five pages.)

D. System Committee Participation

Minimum Requirement: Participate in the appropriate County EMS committees and related subcommittees.

E. Audits and Inspections -- The Contractor shall retain and make available for inspection by the County for at least a three-year period from expiration of the contract all documents and records required and described herein. The Contractor shall be subject to the examination and audit of the State Auditor General for a period of three years after expiration of this Agreement.

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives, including County or EMS Agency representatives and the EMS Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit all contracts, invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by this contract.

County representatives, including Lassen County and NorCal EMS representatives and the EMS Medical Director, may, at any time, and without notification, directly observe Contractor's operation of its Ambulance Dispatch Center, maintenance facility, any ambulance post location, and a Regional EMS representative, including NorCal EMS representatives and the EMS Medical Director, may, at any time, ride as "third person" on any of the Contractor's ambulance units at any time, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employee in the performance of their duties, and shall, at all times, be respectful of Contractors' employer/employee relationship.

The County's right to observe and inspect Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.

This right to directly observe Contractor's field operations, maintenance shop operations, shall also extend to authorized representatives of the Emergency Medical Care Committee provided the requirements for polite conduct and non-interference with employees' duties shall be observed at all times.

Minimum Requirement: Agree to audits and inspections required by the County.

F. Minor Breach -- The County may impose a penalty, not to exceed one hundred (\$100.00) for each breach that constitutes a "Minor Breach" of the contract and that has not been cured within thirty (30) days from date of official notice being given by the County or designee.

"Minor Breaches" shall be defined as failure to fulfill any of the terms and conditions of this Agreement which do not amount to a "Major Breach", as that term is defined below.

Before fines for Minor Breach fines are imposed, the Ambulance Enforcement Officer, or designee, shall give the Contractor written notice of the alleged Minor Breach and thirty days to cure the breach or otherwise respond to the allegations of breach.

G. Termination of Contract with County:

1. Without Cause -- Either party may terminate the contract at any time without cause upon one hundred and eighty (180) calendar days advance written notice to the other. Prior to giving such notice, the terminating party shall notify the other party of its intention to terminate and shall allow the other party an opportunity to appear before the terminating party concerning such notice of termination.

3. Termination For Cause -- Either party may terminate the contract at any time for cause for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.

"Major Breach" shall include, but not be limited to,

- Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables the County and the Contractor to remain in substantial compliance with the requirements of Federal, State, and local laws, rules and regulations;
- Willful falsification of information supplied by the Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to the contract;
- Chronic or persistent failure of the Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;

- Failure to comply with the response time performance requirements for two consecutive months, or for any three months in a calendar year, shall be a “Minor Breach” of this Agreement. Failure to comply with these response time performance requirements for three consecutive months, or for any four months in a calendar year, shall be a “Major Breach” of this Agreement;
- Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein and offered by Contractor in its response to the County’s RFP, and accepted by the County;
- Failure to participate in the established Continuous Quality Improvement program of the NorCal EMS, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
- Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor’s submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by the County as provided for herein;
- Chronic or persistent failure to comply with conditions stipulated by the County to correct any “Minor Breach” conditions;
- Failure of the Contractor to cooperate and assist the County in the investigation or correction of any “Minor or Major Breach” of the terms of this Agreement;
- Failure by Contractor to cooperate with and assist the County in its takeover or replacement of Contractor’s operations after a Major Breach has been declared by the County, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor’s reasonable control;
- Failure to assist in the orderly transition, or scaling down of services, during the transition to the next contractor if such contract does not include the Contractor;
- Failure to comply with required payment of fines or penalties within thirty (30) days written notice of the imposition of such fine or penalty;
- Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
- Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;

- Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors during a subsequent bid cycle;
- Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to NorCal EMS; and
- Any other willful acts or omissions of the Contractor that endanger the public health and safety.

4. Declaration of Major Breach and Takeover/Replacement Service -- If the County determines that a Major Breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with the County to effect a prompt and orderly takeover or replacement by the County of Contractor's Lassen County operations.

Equipment and Vehicle Lease -- Immediately upon notification by County that it has determined that a major breach has occurred and that said breach constitutes a serious and immediate threat to public health and safety, as provided in subsection 3. above, the lease of all Contractor's equipment, vehicles, and access to buildings as per contract with the County.

5. Dispute After Takeover/Replacement -- Such takeover/replacement shall be effected within 72 hours after finding of Major Breach by the County. Contractor shall not be prohibited from disputing any such finding of such breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by the County. Neither shall such dispute by the Contractor delay the County's access to Contractor's performance security.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. The Contractor's cooperation with, and full support of, such emergency takeover/replacement process, as well as the immediate release of performance security funds to the County, shall not be construed as acceptance by Contractor of the finding of major default, and shall not in any way jeopardize the Contractor's right to recovery should a court later determine that the declaration of major default was in error. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and orderly takeover/replacement of services shall itself constitute a major breach under the terms of the contract, even if it is later determined that the original declaration of major breach was made in error.

6. Breach Not Dangerous to Public Health and Safety -- If the County declares the Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute the County's claim of major breach prior to takeover/replacement of Contractor's operations by the County.

7. Liquidated Damages -- The unique nature of the services that are the subject of the contract requires that, in the event of major default of a type that endangers the public health and safety, the County must restore services immediately, and the Contractor must cooperate fully to effect the most orderly possible takeover/replacement of operations. In the event of such a takeover/ replacement of Contractor's operations by the County it would be difficult or impossible to distinguish the cost to the County of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to the County during an interim period, and cost of recruiting a replacement Contractor from the normal cost to the County that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default as to distinguish from the results from faulty management during the County during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this Contract. The minimum amount of these additional costs to the County (e.g., costs in excess of those that would have been incurred by the County if the default had not occurred) could be not less than \$100,000 even assuming County's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach, the Contractor shall pay County liquidated damages in the amount of \$100,000.

8. County Responsibilities -- In the event of termination, County shall be responsible for complying with all laws, if any, respecting reduction or termination of prehospital medical services.

Minimum Requirement: Agree to contract termination language.

H. "Lame Duck" Provisions -- If the Contractor fails to win the bid in a subsequent bid cycle, the County shall depend upon the Contractor to continue provision of all services required under the contract until the winning Contractor takes over operations. Under these circumstances, the Contractor would, for a period of several months, serve as a "lame duck". To ensure continued performance fully consistent with the requirements of the contract throughout any such "lame duck" period, the following provisions shall apply:

Throughout such "lame duck" period, the Contractor shall continue all operations and support services at substantially the same levels of effort and performance as

were in effect prior to the award of the subsequent contract to the subsequent winning Contractor;

The Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of the contract;

The Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and the County shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair the Contractor's performance during such "lame duck" period, and so long as such transition activities are prior-approved by the County.

Minimum Requirement: *Abide by the County's requirements in a "lame duck" situation.*

4.4 Section IV: Fiscal Requirements -- Options A, B, and C (200 points)

Each Option shall not exceed ten pages.

Include separate forms for Option A, Option B, if appropriate, and Option C:

- Budget Format (Form A7 – 3 pages)
- Ambulance Rates (Form A8)
- Charge Scenarios (Form A9)

NorCal EMS charges a fee for enforcement of the ambulance ordinance and for providing medical direction. While this cost changes from year to year, it is anticipated that the fee for 2004/05 will be approximately \$1,247.50.

4.4.1 Budget --To fulfill this requirement, the Contractor shall provide complete information on full costs of its proposed service. Such information shall include the Contractor's ambulance system operational budgets for each year of the first three years of operation for each Option: A and B. Additionally, the Contractor shall also provide complete information on its projected revenue from ambulance service billing for each of the first three years. If revenue from ambulance service billing does not cover costs of operations, the Bidder shall document its projected source of revenue to offset such loss and shall detail the Bidder's projected timeframe to recoup losses.

"Full Cost" shall mean all costs attributable to the provision of service including but not limited to the following:

- Costs and/or depreciation of all equipment, supplies, and other capital expenditures necessary to provide the service during the term of the contract, including cost of financing (for public entities this may include cost of levy or bond elections, bond counsel, underwriter's discount, etc.)

- All indirect costs including services provided by other departments (if public body) or entities such as costs for accounting, computer processing time, purchasing, human resources, and other administrative and overhead expenses.
- Accounting for Multi-use Personnel and Equipment - Indirect overhead and administrative costs shall be determined by allocating a percentage of the overhead charge. For example, if a corporation uses its finance or accounting services to serve multiple franchises or operations, a portion of that service might be allocated to this contract based upon the invoices for this contract compared to the total invoices for the corporation.
- Costs of dual-use equipment allocable to ambulance services in the exclusive operating area shall be based on the number of EMS uses in the exclusive operating area compared to total uses.
- Costs of dual-use personnel allocable to ambulance service in the exclusive operating area shall be based on the number of EMS responses in the exclusive operating area compared to total number of responses by the Bidder for which the personnel are responsible. Cost for such personnel shall be included based upon the percentage of medical responses relative to overall responses. For example, if medical responses account for 75% of the total responses for dual use personnel assigned to the ambulance, 75% of their salary and benefits shall be assigned to the ambulance budget.

Submit three completed "Proposed Operating Budget" (Form A7), one for each of the first three years of the contract. If proposed operating budget differs for Option A, Option B and Option C, use separate forms.

4.4.2 Proposed Ambulance Charges -- The rates presented will be in effect at time of contract execution show rate increases for the first three years of the contract.

1. Submit the completed form "Proposed Ambulance Rates" (Form A8). If proposed rates differ for Option A and B, use separate forms.
2. Submit the completed form "Charge Scenarios" (Form A9). If proposed rates differ for Option A and B, use separate forms.

4.4.3 Performance Security -- Contractor shall obtain prior to commencement of operations and maintain throughout the term of the contract performance security in the amount of \$100,000 in one of the following methods acceptable to the County.

- 1) A performance bond issued by an admitted surety licensed in the State of California acceptable to County Counsel, provided that the language of such performance bond shall recognize and accept the contract's requirements for immediate release of funds to the County upon determination by the County that Contractor is in major default and that the nature of the default is such that the

public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the County; or

- 2) An irrevocable letter of credit issued by a bank or other financial institution acceptable to the County in a form acceptable to County Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the County upon determination by the County that Contractor is in major default and that the nature of the default is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the County; or
- 3) A combination of the above methods that is acceptable to the County.

The performance bond or irrevocable letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days written notice to the County of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide the County with replacement security in a form acceptable to the County.

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

Identify the source of performance security you will use.

4.4.4 Insurance -- Contractor shall keep in effect during the entire term of Contract and any extension or modification of Contract, insurance policies meeting the following insurance requirements:

General Liability: Commercial or comprehensive general liability insurance policy (bodily injury and property damage) of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor; and

- Professional Liability/errors and omissions insurance for all activities of Contractor arising out of or in connection with this agreement in an amount of not less than one million dollars (\$1,000,000.00) combined single limit for each occurrence; and
- Comprehensive Automobile Liability insurance policy (bodily injury and property damage) on owned, hired, leased and non-owned vehicles used in conjunction

with Contractor's business of not less than five million dollars (\$5,000,000.00) combined single limit per occurrence; and

- Workers Compensation insurance; including but not limited to, worker's compensation and disability for any and all of Contractor's employees who shall be assigned to the performance of the contract by Contractor in accordance with the California Labor Code.

Prior to the commencement of performing its obligations under the contract (and annually thereafter from such date), Contractor shall furnish the County with Certificates of Insurance evidencing the required coverage. These Certificates shall specify or be endorsed to provide that thirty (30) days notice shall be given in writing to the County of any change in the limits of liability or of any cancellation or modification of the policy during the term of the Contract.

County and its officers, agency, employees and servants shall be named as additional insured on any such policies of insurance referenced in Section 4.4.4 above, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage shall be substantially diminished or canceled, the County of Lassen at its option, may, notwithstanding any other provision of this Contract to the contrary, immediately declare a material breach of the Contract and suspend all further work pursuant to the Contract.

Minimum Requirement: *Comply with the County's insurance requirements.*

4.4.5 Indemnify and Hold Harmless -- Contractor shall defend, indemnify and hold harmless the County, its elective and appointive boards, its officers, agents and employees, the NorCal EMS and EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney fees, for injury to, or death of, any person, and for damage to any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with any acts or omissions by, or on behalf of the Contractor, its officers, employees, agents, or contractors in performing or failing to perform any services or functions provided for, or referred to, or in any way connected with any work, services, or functions to be performed by the Contractor, its officers, employees, agents, or contractors under the contract.

The County shall defend, indemnify and hold harmless the Contractor, its elective and appointive boards, officers, agents, and employees from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney's fees, for injury to, or death of, any persons, or for damage to any property, including

consequential damages of any nature resulting therefrom, arising out of, or in any way connected with the acts or omissions by, or on behalf of the County, its officers employees, agents or contractors in performing or failing to perform any services, or functions provided for, or referred to , or in any way connect with any work, services, or functions to be performed by the County, its officers, employees, agents, or contractors under the contract.

These provisions shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by the party to be indemnified, including, but not limited to, attorney fees, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies or self-insurance of the indemnifying party shall have been determined to be applicable to any of such damages or claims for damages.

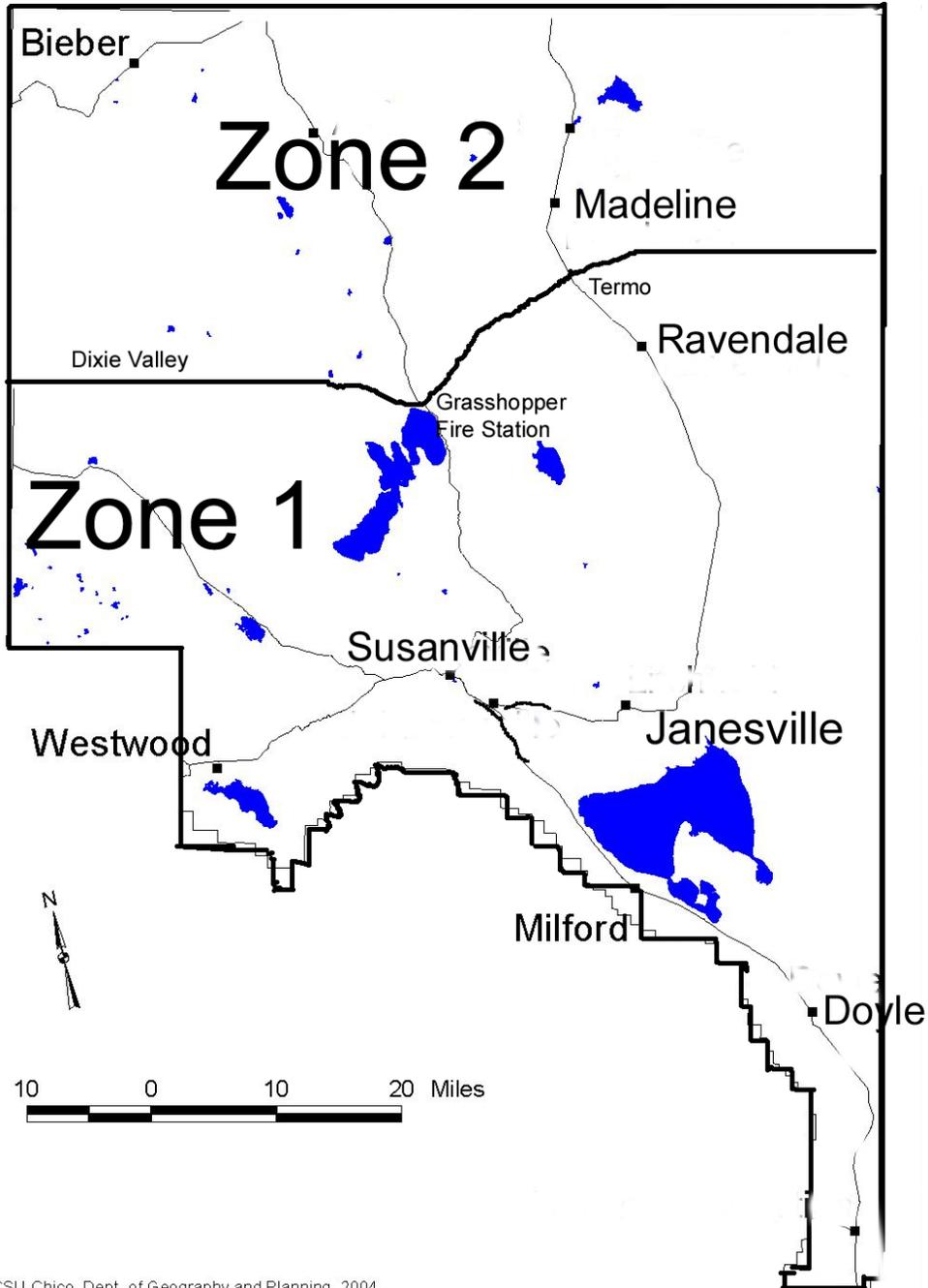
Minimum Requirement: *Indemnify and hold the County harmless according to the above provisions.*

4.5 Section V: Desired Enhancements (100 points) (This section shall not exceed ten pages).

The Bidder may elect to provide information regarding the provision of additional services that the Bidder offers as enhancements to the EMS system. These may include, but are not limited to one, or more of the County desired enhancements listed below. Additionally, the Bidder should note that the County may require the provision of one, or more (or none) of the enhancements proposed by the Bidder as an added service within the exclusive operating area under the contract resulting from this request for proposals.

- ❖ Subscription Program (Option C)
- ❖ Public Cardiopulmonary Resuscitation (CPR) and first aid education
- ❖ Basic Life Support (BLS) defibrillation continuing education for authorized first responder agencies operating in Lassen County.

Attachment I
Exclusive Operating Areas (EOA) – Lassen County



CSU Chico, Dept. of Geography and Planning, 2004

Attachment II

Response Time Zones

Community	Population Group	Response time standard
Bieber	Wilderness	As quickly as possible (60 minutes)
Buntingville	Rural/Suburban	20 minutes
Clear Creek	Rural/Suburban	20 minutes
Doyle	Wilderness	As quickly as possible (60 minutes)
Emerson Lake	Rural/Suburban	20 minutes
Greater Susanville	Rural/Suburban	20 minutes
Herlong	Wilderness	As quickly as possible (60 minutes)
Janesville	Rural/Suburban	20 minutes
Johnstonville	Rural/Suburban	20 minutes
Lake For. Estates	Rural/Suburban	20 minutes
Litchfield	Rural/Suburban	20 minutes
Madeline	Wilderness	As quickly as possible (60 minutes)
Milford	Rural/Suburban	20 minutes
Nubieber	Wilderness	As quickly as possible (60 minutes)
Patton Village	Wilderness	As quickly as possible (60 minutes)
Ravendale	Wilderness	As quickly as possible (60 minutes)
Spaulding	Wilderness	As quickly as possible (60 minutes)
Standish	Rural/Suburban	20 minutes
Susanville	Urban	8 minutes
Termo	Wilderness	As quickly as possible (60 minutes)
Westwood	Rural/Suburban	20 minutes

Form A1 - PROPOSAL IDENTIFICATION

**PROPOSAL TO PROVIDE EMERGENCY and ADVANCED LIFE SUPPORT
AMBULANCE SERVICES TO LASSEN COUNTY
2005**

**** THIS FORM MUST APPEAR ON THE FRONT OF THE PROPOSAL ****

This is a proposal to contract with Lassen County to provide emergency advanced life support ambulance service within the Exclusive Operating Area - 1.

NAME
OF BIDDER: _____

dba _____

LEGAL ADDRESS: _____

_____ PHONE: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____

ADDRESS FOR MAILINGS (If Different):

OFFICIAL USE ONLY: DO NOT FILL IN THIS SECTION

RFP NUMBER: _____ DATE RECEIVED: _____ TIME RECEIVED: _____

BY: _____ Title: _____

Form A2 -- STATEMENT OF INTENT AND AFFIRMATION

In submitting this proposal/offer, _____ hereafter referred to as "Bidder", hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP). Further, Bidder certifies the completeness and accuracy of all information contained in the Bidder's response to the RFP and supplied to the County of Lassen during the request for proposal process.

The Bidder's proposal, constitutes a firm and binding offer by the Bidder to perform the services as stated.

Bidder further affirms that Bidder will meet or exceed request for proposal specifications unless exceptions have been specifically noted in the proposal.

Responding Organization

By: Signature (Authorized Representative)

Name (Printed)

Title

ACKNOWLEDGEMENT

State of _____

County of _____

On this _____ day of _____ 2005, before me, the undersigned, a Notary Public in and for the 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 s/he executed the same has her/his free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires _____

Form A3 -- INVESTIGATIVE AUTHORIZATION – COMPANY

The undersigned company, a prospective Bidder to provide emergency advanced life support ambulance service for the County of Lassen, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of company operations deemed relevant by the County of Lassen, or its agents. The company specifically agrees that the County of Lassen or its agency may conduct an investigation for the purpose into, but not limited to the following matters:

1. The financial stability of the company, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the County of Lassen's selection decision.
2. The company's current business practices, including employee compensation and benefits arrangements, pricing practices, billing 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 company toward the company's services and general business practices, including patients or families of patients served by the company, physicians or other health care professionals knowledgeable of the company's past work, as well as other units of local government with which the company has dealt in the past.
4. Other business in which company owners and/or other key personnel in the company currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the company 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 COMPANY:

Date: _____

Company Name

State of _____

Name and Title

County of _____

On this _____ day of _____ 2005, before me, the undersigned, a Notary Public in and for the 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 s/he executed the same as her/his free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires _____

Form A4 -- INVESTIGATIVE AUTHORIZATION – INDIVIDUAL

The undersigned, being _____(title) for _____
(Company), which is a prospective Bidder to provide emergency and advanced life support ambulance service to the County of Lassen, 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 deemed relevant by the County of Lassen or its agents, such as, but not limited to, the character, reputation, competence of the company's owners and key employees.

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

State of _____

County of _____

On this _____ day of _____ 2005, before me, the undersigned, a Notary Public in and for the 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 s/he executed the same as her/his free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires _____

Form A5 – Acceptance of Minimum Requirements

Initial each area of agreement or disagreement with minimum requirements. The Authorized Representative of the Bidder must sign second page.

Agree	Disagree	Minimum Requirements
		Ensure all operational policies meet or exceed state, federal or County laws, statues, and policies.
		Keep a current deployment plan on file with the Ambulance Enforcement Officer and a plan to redeploy or add ambulance hours if response time performance standard is not met.
		Accept response time performance standards for response to Code 3 requests.
		Agree to Response Time Exception procedure.
		Agree to calculate ambulance response times as described.
		Accept definition of applicable calls.
		Accept penalties for applicable calls including failed response and to report these calls as required by County.
		Accept penalty for failed response and agrees to report these calls as required by County.
		Accept penalty for failure to meet response time standard, and acknowledge that payment of penalty does not relieve Bidder of responsibility for compliance with response time standards.
		Accept penalties for failure to provide data necessary to determine response time compliance.
		Provide monthly performance reports in the required format, including identifying emergency calls that did not meet response time standard, ALS staffing standard or the response time data requirement.
		Accept the penalty assessment procedure.
		Accept County response time penalty for response to Code 3 requests.
		Accept County response time compliance areas for response to Code 3 requests.
		Accept County response time compliance penalty for response to Code 3 requests.
		Accept the penalty dispute procedure.
		Use air ambulance and air rescue services according to NorCal EMS Policies.
		Standby and special events will not be used as an excuse for meeting the terms of its contract with the County.
		Meet dispatch and communications requirements as set forth in Section 4.3.4
		Ensures personnel meet or exceed clinical/operational standards established by NorCal EMS policies, procedures and field treatment guidelines.
		Accept penalties for failure to meet ambulance staffing and clinical standards and to report any failure as required by County.
		Comply with CQI reporting on a quarterly basis.

Form A5 – Acceptance of Minimum Requirements (Page 2)

		Provide full cooperation with NorCal EMS or State EMS Authority in the investigation of an incident or unusual occurrence.
		Actively participate with the County in disaster planning; designate a representative to regularly attend meetings and be the liaison for disaster activities, and to provide paramedic and EMT-I staff and transport resources for participation in County disaster drills.
		Provide the necessary hardware, linkages and staff to comply with the requirements of NorCal EMS's data system.
		Complete, maintain, and upon request, make available to Ambulance Enforcement Officer copies of: <ul style="list-style-type: none"> • Number of emergency responses and transports. • Personnel records (including current licensure and certification). • Equipment failure reports. • Equipment and vehicle maintenance reports. • Patient billing and account documentation. • Continuous Quality Improvement program reports. • A complete listing of all service complaints received and their disposition/resolution.
		Provide the Ambulance Enforcement Officer an annual audited financial statement according to the requirements identified.
		Participate in the appropriate county EMS committees and related subcommittees.
		Provide audits and allow inspections required by the County.
		Accept County's contract termination language.
		Abide by the County's requirements in a "lame duck" situation.
		Comply with the County's insurance requirements.
		Indemnify and hold the County harmless according to the above policy.

Date: _____

_____ Bidder Name

_____ By: Signature (Authorized Representative)

_____ Name (Printed)

_____ Title

Form A6 – Compensation Package

Bidder _____

Personnel Category _____

	1. New Employee	After 2 Years Employment	After 5 Years Employment
Hourly Wage: (Straight time)	Lowest \$ _____/hr	Lowest \$ _____/hr	Lowest \$ _____/hr
	Highest \$ _____/hr	Highest \$ _____/hr	Highest \$ _____/hr
	Median \$ _____/hr	Median \$ _____/hr	Median \$ _____/hr

Average number of hours per week for full time employee:

Average gross earning per year for full time employee:

Paid Vacation	_____ days/year	_____ days/year	_____ days/year
Paid Holidays	_____ days/year	_____ days/year	_____ days/year
Sick Leave	_____ days/year	_____ days/year	_____ days/year
Paid Continuing Ed.	_____ hours/year	_____ hours/year	_____ hours/year
Uniform Allowance	\$ _____/year	\$ _____/year	\$ _____/year
Tuition Reimbursement	\$ _____/year	\$ _____/year	\$ _____/year

Health Care

Medical	_____ % covered	_____ % covered	_____ % covered
	\$ _____ deductible	\$ _____ deductible	\$ _____ deductible
Dental	_____ % covered	_____ % covered	_____ % covered
Optical	_____ % covered	_____ % covered	_____ % covered

Stock Options:

Profit Sharing:

Day Care Services:

Career Development:

Pension Plan:

Form A7 – Proposed Operating Budget

Bidder: _____

Year _____

OPTION A

OPTION B (Circle)

EXPENSES

Personnel

Paramedics

Wages \$ _____

Benefits \$ _____

EMT-Is

Wages \$ _____

Benefits \$ _____

Other Personnel

Wages \$ _____

Benefits \$ _____

Subtotal \$ _____

Vehicles

Gasoline \$ _____

Repair and maintenance \$ _____

Equipment lease/depreciation \$ _____

Subtotal \$ _____

Medical Equipment/Supplies

Supplies \$ _____

Equipment lease/depreciation \$ _____

Maintenance and repair \$ _____

Subtotal \$ _____

Form A7 – Proposed Operating Budget (Page 3)

Bidder: _____ Year _____ **OPTION A** **OPTION B** (Circle)

REVENUES

Patient Charges

Private payments \$ _____

Medi-Cal \$ _____

Medicare \$ _____

Other third party payments \$ _____

Subtotal \$ _____

Other Sources of Revenue, Specify

_____ \$ _____

_____ \$ _____

Total Revenue \$ _____

Net Income (Total Revenue minus Total Expenses) \$ _____

Basis for Revenue Projections

Source of Payment	Annual Number of Transports	%	Average Payment/ Transport	Annual Revenue
Private				
Medi-Cal Only				
Medicare/Medi-cal				
Medicare Only				
Other _____				
No Payment			0.00	0.00
Total		100%	\$	\$

Form A8 -- PROPOSED AMBULANCE RATES

Use separate forms if rates are different for Option A and Option B

Bidder _____ Year _____ Option A Option B (Circle)

Ambulance Charges

Advanced Life Support

Emergency Base Rate \$ _____

Emergency Response \$ _____

Night Charge \$ _____

I.V. Therapy \$ _____

Universal Control Measures \$ _____

Mileage \$ _____ / mile

Basic Life Support

Emergency Base Rate \$ _____

Emergency Response \$ _____

Night Charge \$ _____

I.V. Therapy \$ _____

Universal Control Measures \$ _____

Mileage \$ _____ /mile

Standard Treatment Charges

Some charges apply to either ALS or BLS service.

Bandages	\$	Meds Administration	\$
Cardiac Pacing	\$	Oxygen	\$
Cervical Collar	\$	Pulse Oximetry	\$
CPR	\$	Service Charge/Dry Run	\$
Defibrillation	\$	Splints	\$
EKG	\$	Suction	\$
Extrication (Minor)	\$	Other	\$
(Major)	\$	Other	\$
Intubation	\$	Other	\$

Do you accept Medicare assignment? _____ Yes _____ No

Describe your medication charge rate structure. Give examples. _____

A9 – Charge Scenarios

Bidder _____ Year _____ Option A Option B (Circle)

*Charges are to be based on the rate schedule submitted in this proposal. If an item is included in the base rate, or if there is no charge for an item, indicate this on the form. Identify additional specific charges, e.g. charges to perform any of the identified skills, etc; or routine charges, e.g. infection control charge, in the blanks provided. The total shall reflect **all** specific and routine charges that a patient in this type of scenario would be billed.*

SCENARIO #1 – A 56 year old male is complaining of chest pain. This call occurs at 2:00 a.m. and the patient's home is 12 miles from the hospital.

	Total _____
Base rate	\$ _____
Emergency Response	\$ _____
Night charge	\$ _____
12 miles transport	\$ _____
Oxygen	\$ _____
Oxygen administration equipment	\$ _____
I.V. administration equipment	\$ _____
Saline Lock	\$ _____
Cardiac Monitor	\$ _____
Nitroglycerin gr. 1/150 s.l.	\$ _____
Lidocaine 100 mg. I.V.	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SCENARIO #2 – A 25 year old unconscious diabetic is treated with glucose and refuses treatment signing out AMA. Field personnel spend 45 minutes on this call prior to clearing.

	Total _____
Base Rate	\$ _____
Emergency Response	\$ _____
Oxygen	\$ _____
I.V. administration equipment	\$ _____
I.V. solution	\$ _____
Glucose	\$ _____
Narcan	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____