

Alameda County
Emergency Medical Services District

REQUEST FOR PROPOSALS
Specifications, Terms & Conditions
for
EMS Ambulance Transport Provider

PROPOSERS CONFERENCE

June 25, 2009 at 1:00 p.m.

Alameda County EMS
1000 San Leandro Blvd., Room 200
San Leandro, CA 94577

RESPONSE DUE no later than
2:00 p.m. on September 30, 2009

at

Alameda County EMS
1000 San Leandro Blvd.
San Leandro, CA 94577

ALAMEDA COUNTY EMS

Vision Statement

Alameda County EMS will explore new frontiers while creating an environment where collaboration and consensus building thrive among staff and stakeholders

Mission Statement

Alameda County EMS ensures the provision of quality emergency medical services and prevention programs to improve health and safety in Alameda County

Values Statement

Alameda County EMS values a caring environment sustained by empowerment, honesty, integrity and mutual respect. We embrace excellence through innovation, teamwork and community capacity building



COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL
SPECIFICATIONS, TERMS & CONDITIONS
for
EMS Ambulance Transport Provider

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ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case unless specified.

ALS	Advanced Life Support (paramedic level of service)
BLS	Basic Life Support -EMT-I level of service (California equivalent of EMT-Basic)
Board	County of Alameda Board of Supervisors
CAD	Computer Aided Dispatch
CPI	Consumer Price Index for all urban consumers, San Francisco-Oakland
CSC	County Selection Committee
Contractor	When capitalized, refers to selected proposer that is awarded the ambulance service agreement
County	When capitalized, refers to the County of Alameda
County designated emergency medical dispatch center	A medical dispatch center that has an agreement with the County to dispatch Contractor's ambulances, uses call prioritization and prearrival instructions, and is accredited as a Center of Excellence by the National Academies of Emergency Dispatch. Referred to as "County Dispatch Center" in this document.
DNR	Do Not Resuscitate
Echo Call	Non-breathing and ineffective breathing calls as described by the Medical Priority Dispatch System (See MDPS Categories for more information).
EMD	Emergency Medical Dispatch
EMS	Emergency Medical Services
EMSA	Emergency Medical Services Authority of the State of California
EMSA #141	Competitive Process for Creating Exclusive Operating Areas
EOA	Exclusive Operating Area for 911 ambulance service, as designated in County's EMS plan and approved by the State EMS Authority
ePCR	Electronic Patient Care Record
ERZ	Emergency Response Zone
ETCO₂	End-Tidal Carbon Dioxide
FD	Fire Department
Federal	Refers to United States Federal Government, its departments and/or agencies

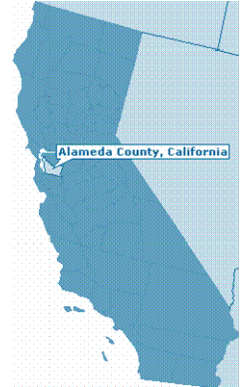
Fractile Response Time Measurement	A method of measuring ambulance response times in which all applicable response times are stacked in ascending order and the total number of calls generating response within the specified standard is calculated as a percentage of the total number of calls. For example, a 90 th percentile, or 90%, standard is one where 90% of the applicable calls are answered within the response standard, while 10% take longer than the standard.
HIPAA	Health Insurance Portability and Accountability Act of 1996
KPI	Key Performance Indicators
KRA	Key Result Areas
Labor Code	Refers to California Labor Code
MPDS	Medical Priority Dispatch System is designed to standardize and codify the operation of EMD while optimizing safe and effective patient care through dispatch life support and EMS system response. The MPDS protocol uses a system of interrogation and time-life symptom determination that prioritizes system response according to user-defined response configurations.
MPDS Categories	MPDS categorizes emergency calls using an escalating scale of severity assigned to medical conditions, relative to the level and timeliness of response. In order of severity from most severe to least severe, these categories are: Echo, Delta, Charlie, Bravo and Alpha.
Mutual Aid	Emergency ambulance service performed by neighboring providers during periods of severe weather, multi-casualty incidents, or other events that overwhelm existing resources
Cal-OSHA	Refers to California Occupational Safety and Health Administration
PCR	Patient Care Record
PemSoft	Pediatric clinical decision-making software
POLST	Physician's Orders for Life-Sustaining Treatment
proposal	Proposer's response to this RFP
Proposer	When capitalized, refers to entities responding to this RFP
Request for Proposal	Refers to this document, which is the County of Alameda's request for proposals by established ambulance services to provide the goods and/or services being solicited herein. Also referred herein as RFP.
RFQ	Request for Quotation
State	Refers to the State of California, its departments and/or agencies

GENERAL INFORMATION

A. STATEMENT OF WORK

1. INTENT

In accordance with the State EMS Act of 1980, local EMS agencies have the authority to establish exclusive operating areas for the provision of ambulance service. Alameda County has established the exclusive operating area described in this RFP, which has been submitted and approved by the State EMS Authority as a part of the Alameda County EMS Plan in accordance with Section 1797.224 of Division 2.5 of the Health and Safety Code.



This is a Request for Proposal (RFP) for an emergency medical ground ambulance transportation system at an Advanced Life Support (ALS) level of service for and within Alameda County. The successful Proposer will enter into an Agreement with the County to respond to all medical 911 calls within the designated Exclusive Operating Area (EOA), or other public safety generated ambulance requests, and transport patients to the appropriate facility. The term of the agreement is for the five-year period beginning **January 1, 2011 through December 31, 2015**, with an option to extend by mutual agreement for an additional five (5) year period.

Alameda County will enter into an agreement with a single entity to provide these services. Contractor shall be required to respond to all emergency and urgent medical calls within the EOA when requested to do so by County or County-Dispatch Center(s). Proposers must describe their qualifications to provide emergency ambulance service, and plans to meet or exceed the performance standards identified in this RFP. Proposers may form partnerships that provide alternative service delivery systems as long as the submitted proposal meets or exceeds the specifications contained herein.

Proposals are being sought for emergency ambulance services agreement in the Exclusive Operating Area that includes all of Alameda County, except for the cities of Alameda, Albany, Berkeley, and Piedmont, and the Lawrence Livermore National Laboratory, where the local fire departments therein respond to and transport EMS patients. Except for the above listed exclusions, this RFP covers the remaining area of Alameda County.

2. SCOPE

Alameda County (County) is a political subdivision of the State of California with authority for designating emergency ambulance service providers through a competitive procurement process managed by Alameda County Emergency Medical Services. The County desires to enter into a performance based agreement with the selected emergency ambulance service provider to deliver the services specified in this RFP.

A successful emergency medical system has three major consumer objectives: 1) help prevent lost lives; 2) minimize patients' physical pain or disability; and, 3) reduce the expenses associated with catastrophic injury or illness. The County seeks to meet these objectives now and in the future, while ensuring good value for the community.

The goal of Alameda County EMS is to sustain a high performance EMS system. Essential elements of this high performance system include:

- Prevention and early recognition
- Bystander action/system access
- Emergency Medical Dispatch of ambulances and first responders
- Telephone protocols and pre-arrival instructions
- First responder services (ALS and BLS)
- Transport ambulance services
- Direct (on-line) medical control
- Receiving facility interface
- Indirect (off-line) medical control
- Independent monitoring

The County desires to ensure the provision of high quality EMS service within its service areas in order to provide for the public health and safety. Response times are one measure of a high performance system. A comprehensive systems approach requires creating geographic and density based response time zones and achieving ambulance response times for life-threatening emergencies within defined time frames in each of those zones.

The approach involves the County maintaining certain items of infrastructure for the system in the public domain while using the Contractor's entrepreneurial talent to manage the day-to-day operations. This model has been designed to ensure high quality clinical

care, provide efficient and reliable EMS services at a reasonable cost to consumers, and provide the community with an operationally and financially stable system.

3. BACKGROUND

Alameda County has had advanced life support ambulance services to respond to medical emergencies since the early 1980s. The current service provider was selected as the sole provider within the EOA as part of a competitive bid process in 1990. They entered into a performance-based agreement with the County that contained specified response times and services levels. The EMS system performance expectations and design have evolved over the last two decades with the expansion of ALS first response by the fire departments, ALS transport by four municipal fire departments, emergency medical dispatch for the majority of EMS 911 calls, improvements in clinical care, and many other advancements.

As part of this RFP process, the County undertook an assessment of the current system that identified the need for change within the system to maximize resources and provide additional accountability for first responder fire agencies, transport fire departments, the Contractor and the County. In conducting a competitive process for the provision of emergency ambulance services, Alameda County is meeting the mandates of California EMS Act and the Health and Safety Code.

4. PROPOSER MINIMUM QUALIFICATIONS/SPECIFIC REQUIREMENTS

Proposers shall demonstrate the following minimum qualifications and/or requirements:

4.1 Experience

Experience as a sole provider of Advanced Life Support (paramedic) emergency ambulance services for a specified area comparable in size and population to the Exclusive Operating Area defined in this RFP. A population in a service area greater than 500,000 is required as a comparable service area; and,

4.2 Demonstrated ability to meet response time requirements

4.2.1 Provide a letter from at least one jurisdiction with a population of 500,000 or more verifying that Proposer is meeting or exceeding contracted response time criteria.

4.2.2 Provide a statement that the Proposer has not lost a contract due in part to response time compliance.

4.3 Financial Stability

- 4.3.1 **Financial Statements** - Proposers shall document the organization's current estimated net worth and the form of the net worth (liquid and non-liquid assets). The Proposer shall provide evidence that clearly documents the financial history of the organization and demonstrates that it has the financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the Agreement. The Proposer shall include copies of externally audited financial statements for the most recent three-year period. If consolidated financial statements are utilized, the individual program unit's financial statements must be separately shown. If the Proposer is part of a larger system, furnish the financial statements of the parent entity. Such a parent entity shall be required to guarantee the performance of the proposer.
- 4.3.2 **Working Capital** - Proposers shall document the estimated amount of working capital that will be committed to the startup of the Agreement if awarded. Document the method of financing, attach any endorsement documents necessary, of all startup and operational costs including, but not limited to, the initial ambulance fleet and equipment required to begin operations if the Agreement is awarded. Document the amount of funding that will be dedicated to "Reserve for Contingencies", for the startup of this Agreement, if awarded.
- 4.3.3 **In-Kind Support** - Proposer shall disclose any and all financial and in-kind support or funding from existing sources that will support the provision of ambulance services within Alameda County. This includes, but is not limited to disclosing the full cost allocation for services including, but not limited to, risk management, insurance, purchasing, maintenance, legal and human resource, or other functions if those functions are not solely dedicated to ambulance services in Alameda County and fully funded within the price proposed.

4.4 Outstanding/Pending Litigation

Provide a statement that the Proposer's parent company and all of its ambulance

services or operations either has no pending litigation, or describe legal actions pending and the status as of the date of proposal submission. Contractor shall agree to notify County within twenty-four (24) hours of any litigation or significant potential for litigation of which Contractor is aware.

4.5 Current Contracts In Good Standing

Provide a statement that all existing contracts with any governmental jurisdiction are in good standing with no delinquent obligations, financial or otherwise. Failure to provide accurate information may lead to disqualification.

4.6 Specific Requirements – See Exhibit A - Scope of Work.

5. DEBARMENT/SUSPENSION POLICY

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each Proposer will be screened at the time of RFP response to ensure Proposer, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

5.1 The County will verify Proposer, its principal, and their named subcontractors are not on the [Federal Excluded Parties List System](#) (EPLS); and,

5.2 Proposers are to complete a Debarment and Suspension Certification form, (Exhibit K), certifying Proposer, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

B. INSTRUCTIONS TO PROPOSERS

6. DESIGNATED COUNTY CONTACT

Alameda County EMS is managing this competitive process on behalf of the County. All contact during the competitive process is to be through Alameda County EMS only.

The evaluation phase of the competitive process shall begin upon receipt of sealed proposals until an Agreement has been awarded. Proposers shall not contact or lobby evaluators during the evaluation process. Attempts by Proposer to contact evaluators may

result in disqualification of Proposer.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail, by **2:00 p.m. on June 12, 2009** to:

Dale Fanning, Deputy Director
 e-mail: dale.fanning@acgov.org
 Alameda County EMS
 1000 San Leandro Blvd.
 San Leandro, CA 94577
 Fax: (510) 618-2099

A copy of this RFP and documents regarding the RFP will be posted on the County's EMS website at acgov.org/ems.

7. **CALENDAR OF EVENTS**

Event	Date
RFP issued	June 2, 2009
Written questions due	June 12, 2009
Proposers Conference	June 25, 2009
Addendum issued	July 15, 2009
Response due	September 30, 2009
Evaluation period and Proposer interviews	October 1- October 30, 2009
Board letter issued	January 2010
Board award date	February 2010
Agreement negotiations	February – May 2010
Agreement processing	May 2010 – June, 2010
Board approval of Agreement	July 1, 2010
Start up period	August 2, 2010 – December 31, 2010
Agreement start date	January 1, 2011

Note: Dates from Evaluation Period through Board approval of the Agreement are approximate. Agreement start date is fixed.

8. **PROPOSERS CONFERENCE**

8.1 **One (1) Proposers Conference will be held to provide:**

- 8.1.1 an opportunity for Proposers to ask specific questions about the project and request RFP clarifications.

- 8.1.2 an opportunity for the County to receive feedback regarding the project and the RFP.
- 8.1.3 data to Proposers regarding the current service provider's overall demand volume, 5150 calls and mutual aid calls.

8.2 Proposers conference date, time, location.

June 25, 2009 at 1:00 p.m.

at

[Alameda County EMS Office](#)

Conference Room 200

1000 San Leandro Blvd.

San Leandro, CA 94577

- 8.3 Written questions submitted prior to, and verbal questions asked at the Proposers conference will be addressed, whenever possible, at the Proposers conference.
- 8.4 Failure to participate in the Proposers conference will in no way relieve the prospective Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at the Proposers conference is strongly encouraged and recommended but is not mandatory.
- 8.5 Following the Proposers conference all questions will be addressed in the RFP Addendum, which will also include a list of those who attended the Proposer conference. EMS will issue an RFP Addendum no later than July 15, 2009.
- 8.6 **Additional Information:** Free parking is available on-site. Park in visitor parking. Please sign in at the reception desk on the 2nd floor.

9. SUBMITTAL OF PROPOSALS

- 9.1 It is the responsibility of each Proposer to be familiar with all of the specifications, terms and conditions of this RFP. By the submission of a Proposal, the Proposer certifies that, if awarded an Agreement, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
- 9.2 All proposals must be **SEALED** and must be received by **2:00 p.m. on September 30, 2009**. Proposals are to be addressed and delivered to:

Dale Fanning, Deputy Director
Alameda County EMS
1000 San Leandro Blvd., Suite 200
San Leandro, CA 94577

- 9.3 NOTE: LATE AND/OR UNSEALED PROPOSALS WILL NOT BE ACCEPTED.**
- 9.4** Proposals will be received only at the address shown above and the date and time indicated in the Calendar of Events. Any proposal received after said date and/or time or at a place other than the stated address will not be considered and will be returned to the Proposer unopened
- 9.5** All proposals, whether delivered by an employee of Proposer, U.S. Postal Service, courier or package delivery service, must be received prior to the time designated.
- 9.6** Proposer's name and return address must also appear on the mailing package.
- 9.7** No email (electronic) or facsimile proposals will be considered.
- 9.8** Proposer acknowledges all RFP terms and conditions and, by submission of its proposal, indicates the ability to perform in accordance with all specification herein, unless otherwise indicated in Exhibit H.
- 9.9** Submitted proposals must be valid for a minimum period of one (1) year from the submittal date.
- 9.10** All costs associated with the preparation and submission of a proposal shall be borne by Proposer.
- 9.11** Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
- 9.12 Proprietary or Confidential Information:**
- 9.12.1 No part of any proposal is to be marked as confidential or proprietary.
- 9.12.2 County may refuse to consider any proposal or part thereof so marked.
- 9.12.3 All proposals shall become the property of County.
- 9.12.4 County reserves the right to make use of any information or ideas contained

in submitted proposals.

9.12.5 This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) or of “trade secrets” protected by the Uniform Trade Secrets Act (Civil Code Section 3426, *et seq.*).

9.12.6 Proposals submitted in response to this RFP may be subject to public disclosure.

9.12.7 County shall not be liable in any way for disclosure of any such information.

9.13 All other information regarding the proposals will be held as confidential until such time as the County Selection Committee has completed its evaluation and, or if, an award has been made. Proposers will receive mailed award/non-award notification(s), which will include the name of the Proposer chosen. In addition, award information will be posted on the County’s EMS website, acgov.org/ems.

9.14 Each proposal received, with the name of the Proposer, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the award of the order or Agreement, be open to public inspection.

10. PROPOSAL FORMAT

Proposals must be signed in ink by an authorized officer or employee of the company. Proposals shall incorporate all information requested in this RFP, in the order listed in the Mandatory Table of Contents (Exhibit P). County performance standards for emergency ambulance service are identified in the Scope of Work (Exhibit A) of this RFP and shall be addressed in the manner stipulated for each standard.

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

10.1.1 Submit **ten (10)** copies of the complete written Proposal. An electronic version of the entire Proposal in a Portable Document Format (.pdf) shall be included with the printed version on a CD, DVD or data stick

10.1.2 Submitted Proposals

- Binder #1 shall contain the narrative response to this RFP including all required forms and shall be contained within one (1), 1-inch, three-ring binder. Separate forms are available that can be completed electronically for submission with your response.
- Binder #2 shall contain any and all attachments.

10.1.3 **Narrative** - Binder #1: The proposal may begin with a brief executive summary (not more than three pages) of the highlights and overall benefits of the proposal to the County. In order to facilitate comparison and scoring of proposals, the mandatory Table of Contents (Exhibit P) must be adhered to. Any material deviation from these requirements may be cause for rejection of the proposal, as determined at the County's sole discretion. The narrative portion shall abide by the following specifications:

- Table of Contents must include corresponding page number and pages must be numbered sequentially
- Tabs must separate each section of the proposal
- Font – Times New Roman, no smaller than 12 point
- Line spacing no less than 1.5 lines
- Double-sided page printing
- Standard 8 ½" by 11" paper

10.1.4 **Attachments** - Binder #2: Proposers may elect to use reference attachments in the Proposal to provide additional detail. All attachments should be incorporated into a second binder and each attachment shall be labeled, page numbered and referenced in the narrative.

11. **EVALUATION PROCESS/SELECTION COMMITTEE/CRITERIA**

11.1 All acceptable proposals will be evaluated by a County Selection Committee (CSC).

11.1.1 The CSC will be composed of parties from outside Alameda County who have expertise or experience in the provision/oversight of 911 ambulance transportation systems.

- 11.1.2 EMS, with the assistance of its consultant, shall serve as staff to the CSC to provide assistance and technical expertise upon request of the CSC but neither County personnel nor the consultant shall participate in the evaluation or scoring of submitted proposals.
- 11.1.3 The CSC will select a Contractor in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CSC.
- 11.2** All contact during the evaluation phase shall be through the designated EMS contact person only. Proposers shall not contact or lobby evaluators during the evaluation process. Attempts by Proposer to contact and/or influence members of the CSC may result in disqualification of the Proposer.
- 11.3** The CSC will evaluate each proposal meeting the minimum qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risk of the County's requirements, as set forth in this RFP.
- 11.4** As a result of this RFP, the County intends to award an Ambulance Provider Agreement to the responsible Proposer whose response conforms to the RFP and whose overall proposal presents the greatest value to the County. The County may reject any Proposal and may waive, to the fullest extent permitted by law, any informalities or minor irregularities therein not involving price, time or changes in the services provided. The combined weight of the evaluation criteria is of greater importance than cost in determining the greatest value to the County. The goal is to award an agreement to the Proposer that offers the County the best quality, as determined by the combined weight of the evaluation criteria. Consequently, the County may award an agreement of higher qualitative competence over the lowest priced response. Furthermore, the County reserves the right, in its discretion, to reject all Proposals and issue a further request for proposals

- 11.5** In evaluating Proposals, County will consider the information provided in the Proposal, the compliance with the prescribed requirements, and such other data as may be requested in this RFP, or any other information requested, provided or discovered prior to the Notice of Award.
- 11.6** The minimum requirements each section of the response should contain is listed in Exhibit P. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. Other information may be added to further support the evaluation process whenever such additional information is deemed appropriate in considering the nature of the services being solicited.
- 11.7** The County may conduct any investigations the County deems necessary to assist it in its evaluation of any Proposal and to establish the Proposer's responsibility, qualifications and financial ability (and that of its proposed subcontractors, suppliers, and other persons and organizations) to perform in accordance with the Agreement and the Proposal, to County's satisfaction, and within the prescribed time. County shall have the right to communicate directly with Proposer's surety regarding Proposer's bonds.
- 11.8 Evaluation Criteria:** Each criteria in the table below will be evaluated based on:
- 11.8.1 How well the Proposal demonstrates an understanding of the requirements of the RFP;
- 11.8.2 The description of the methodology that will be used to meet the requirements; and,
- 11.8.3 The likelihood of success based on the reasonableness of the approach, the commitment of resources, and adequate infrastructure to support the proposal.

EVALUATION CRITERIA	Weight
a. Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda or that fail to address each of the items listed below will be considered incomplete, be rated a <i>Fail</i> in the Evaluation Criteria and will receive no further consideration.	<i>Pass/Fail*</i>
b. Relevant Experience: (See Section 4, #4.1.)	<i>Pass/Fail*</i>
c. Debarment and Suspension: (See Section 5)	<i>Pass/Fail*</i>
d. Response Time Verification: (See Section 4, #4.2)	<i>Pass/Fail*</i>
e. Financial stability: (See Section 4, #4.3)	<i>Pass/Fail*</i>
f. Outstanding/Pending Litigation: (See Section 4, #4.4)	<i>Pass/Fail*</i>
g. Current Contracts in Good Standing: (See Section 4, #4.5)	<i>Pass/Fail*</i>
h. Commitment to Clinical Quality (See Exhibit A, Section D)	350 Points
i. Commitment to Employees (See Exhibit A, Sections E and F)	250 Points
j. Operations Management and Administration (See Exhibit A, Section H)	350 Points
k. Commitment to EMS System and Community (See Exhibit A, Section I)	200 Points
l. Organizational Infrastructure (to accomplish h-k above), and Billing and Accounting (See Exhibit B, Section C)	100 Points
m. Proposed Patient Charges (See Exhibit G)	250 Points
Total Possible Points: 1500 Points	

*Pass/Fail criteria represent minimum requirements and are not assigned a point value. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days after agreement awarded and/or at the completion of the competitive process.

11.9 Calculation of Points Awarded for Pricing

The score awarded to Proposers for pricing is based on a formulaic calculation. The same formula is used for each Proposal and is based on the number of transports in Alameda County during the last calendar year for which data is available.

The proposal with the lowest estimated total charges will be awarded the maximum available points for the pricing category. Other proposals will be scored by calculating the percentage that their estimated total charges exceed the lowest proposal. The points awarded will be calculated by reducing the total points available for the pricing category by the percentage that the proposal exceeds the lowest proposed total charges. For example, if one proposal's estimated total charges is 10% higher than the

lowest proposal, the points awarded to the higher priced proposal will be 10% fewer than the total available for the pricing category. The formula is as follows:

<p>Total number of transports multiplied by the Proposed Base Rate</p> <p style="text-align: center;">plus</p> <p>Total number of transports multiplied by the average loaded mile per transport multiplied by the Proposed Mileage Rate</p> <p style="text-align: center;">plus</p> <p>Total number of transports multiplied by the percentage of transports providing oxygen administration multiplied by the Proposed Oxygen Administration Rate</p> <p style="text-align: center;">Resulting in the following estimate of total annual charges:</p> <p style="text-align: center;">Total charge for base rate + total mileage charge + total oxygen charge =</p> <p style="text-align: center;">Total Charge</p>

12. NOTICE OF AWARD

- 12.1** At the conclusion of the RFP response Evaluation Process, all Proposers will be sent a Notice of Award in writing by certified mail, return receipt requested, of the Agreement award recommendation, if any.
- 12.2** The County retains the right to reject all bids and to not award an Agreement. Proposers will be notified if this is the outcome the County has chosen.
- 12.3** The Notice of Award will provide the following information:
- 12.3.1 The name of the Proposer being recommended;
 - 12.3.2 The names of all other Proposers; and,
 - 12.3.3 Evaluation points for each Proposer.
- 12.4** Debriefings for unsuccessful Proposers will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful proposal.

13. PROPOSAL PROTEST / APPEALS PROCESS

Alameda County EMS has taken great care in the establishment of fair and competitive procurement procedures and the commitment made to follow those procedures. The following is provided in the event that Proposers wish to protest the proposal process or appeal the recommendation to award an agreement for this project.

- 13.1** Any proposal protest must be submitted in writing to:
- Alex Briscoe, Deputy Director
Health Care Services Agency (HCSA),
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
- 13.2** The proposal protest must be submitted before 5:00 p.m. of the tenth (10th) business day following the date of the Notice of Award.
- 13.2.1 The proposal protest must contain a complete statement of the basis for the protest.
- 13.2.2 The protest must include the name, address and telephone number of the person representing the protesting party.
- 13.2.3 The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. At a minimum, those parties listed in the Notices of Award/Non-Award shall be notified of such protest and the specific grounds therefore.
- 13.2.4 The procedure and time limits are mandatory and are the Proposer's sole and exclusive remedy in the event of Proposal Protest.
- 13.3** Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal Protest, including filing a Government Code claim or any legal proceedings.
- 13.4** Upon receipt of written protest, the Deputy HCSA Director will review and provide an opportunity to settle the protest by mutual agreement, will schedule a meeting to discuss or issue a written response to within five (5) working days of review date.
- 13.5** Responses will be issued at least five (5) days prior to Board hearing date and will inform the Proposer whether or not the recommendation to the Board has changed.
- 13.6** The decision of the HCSA Deputy Director may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) - Fax: (510) 272-6502. All appeals to the OCC shall be in writing and submitted within five (5) calendar days of notification of decision by the HCSA Deputy Director. The decision of the Auditor-Controller's OCC is the final step of the appeal process.

C. TERM AND CONDITIONS

14. AWARD

- 14.1** Proposals will be evaluated by the CSC and will be ranked in accordance with the RFP Evaluation Criteria.
- 14.2** The CSC will recommend award to the Proposer who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Proposer with the lowest cost.
- 14.3** The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any exhibit attached hereto and to waive informalities and minor irregularities in responses received.
- 14.4** Board approval is required to enter into an agreement. Contractor shall sign an acceptance of award letter prior to Board approval in principle.
- 14.5** The terms and conditions of the Agreement will be negotiated with the selected Proposer in accordance with the RFP and the Proposers response.

15. PERFORMANCE SECURITY BOND

Contractor shall furnish a faithful performance bond issued by a bonding company, appropriately licensed and acceptable to County in the amount of six million dollars.

16. TERM

The term of the ambulance service agreement ultimately executed by Contractor shall be for a period of five (5) years commencing at **12:01 a.m. on January 1, 2011 and terminating at midnight, December 31, 2015**. However, should the current service provider be chosen the start date may be moved up, if mutually agreeable.

17. EXTENSION

The Agreement may be extended by mutual consent of County and Contractor for one extension period of five (5) years, provided Contractor has met the requirements of County and has earned the right to negotiate for renewal based on performance criteria. The County shall make the offer of extension to Contractor at least twelve (12) months prior to the scheduled end of the term of the Agreement or any previously granted extension.

18. ADDITIONAL COUNTY PROVISIONS

18.1 First Source Program: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County's relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act require that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Contractors awarded contracts for goods and services valued in excess of One Hundred Thousand Dollars (\$100,000) as a result of any subsequently issued RFP or RFQ are to allow Alameda County ten (10) working days to refer potential candidates to Contractor to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Contractor has available during the life of the Agreement before advertising to the general public.

Potential candidates referred by County to Contractor will be pre-screened, qualified applicants based on Contractor specifications. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Contractor.

Proposers are required to complete, sign and submit in their proposal, the First Source Agreement that has been attached hereto as Exhibit L, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten-day window) in the event that they enter into an agreement as a result of this RFP. Exhibit L will be completed and signed by County and made a part of the final Agreement document.

If, however, compliance with the First Source Program will interfere with Contractor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct the Contractor's ability to carry out the terms of the Agreement, the

Contractor will provide to the County a written justification of non-compliance.

If additional information is needed regarding this requirement, please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

- 18.2** Prior to execution of the agreement, the successful Proposer must be authorized to do business in the State of California and will have all necessary state and local licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP. This requirement includes the necessity for some out of state companies to be registered with the State of California by the effective date of the agreement. Information regarding this requirement can be located at the [Secretary of State](#) website.

EXHIBIT A

SCOPE OF WORK

A. CONTRACTOR'S RESPONSIBILITIES

Contractor shall provide emergency ground ambulance services, as requested by the County's Dispatch Center(s), to all areas within the "Exclusive Operating Area" (EOA) with the exception of the cities of Alameda, Albany, Berkeley, and Piedmont and the Lawrence Livermore National Laboratory, which are served by the local fire service (See Figure 1).



Figure 1 - Exclusive Operating Area (white area)

Such services shall be provided in accordance with the requirements of California State Health and Safety Code, Division 2.5, Sections 1797 et seq., California Code of Regulation, Title 22, Division 9, and any amendments or revisions thereof. In performing services hereunder, Contractor shall work cooperatively with the EMS Director and the EMS Medical Director.

1. **BASIC SERVICES:** Contractor shall perform the following services to the complete satisfaction of the County:
 - 1.1 Contractor shall provide emergency ground ambulance services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of the Agreement. The Agreement issued as a result of this RFP will include a one-hundred percent (100%) compliance to response time standards to all areas of the EOA. See Section H - 2 for additional information on response time requirements.
 - 1.2 Contractor shall provide emergency ground ambulance service without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.
 - 1.3 Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as defined in Title 22, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality system.
 - 1.4 Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the County's

quality management system.

- 1.5 Contractor shall participate in pilot or research programs as requested by the EMS Medical Director and authorized by the EMS Director. All pilot programs must be approved by the EMS Medical Director. Contractor agrees that their participation in pilot projects shall entail no additional cost to County. Contractor further agrees that services provided under pilot projects shall be in addition to the other services described herein.
- 1.6 The proposal submitted in response to this Request for Proposal will be retained and will be incorporated and referenced, and made a part of the final Agreement, except that in the case of any conflicting provisions, the provisions contained in the Ambulance Service Agreement shall prevail.

B. CLINICAL OVERVIEW

The County's goal is to provide a clinically sophisticated system of EMS that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. These system specifications are drawn from many reference sources but are generally consistent with the direction provided in the National Highway Traffic Safety document, [The EMS Agenda for the Future](#) and the core recommendations of the more recent Institute of Medicine report on EMS, [Emergency Medical Services: At the Crossroads](#).

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the U.S. Public Health Service. These include: 1) discomfort is minimized; 2) disability is reduced; 3) death is minimized; 3) destitution eliminated; 4) disfigurement is reduced; and, 5) disease is identified and reduced. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, [Crossing the Quality Chasm: A New Health System for the 21st Century](#), which stresses that systems should be: safe, effective, patient-centered, timely, efficient, and equitable.

The current level of the scientific research and the numbers of variables impacting patient outcomes beyond the EMS system's control limit the applicability of outcome measurement. In addition, accessing reliable outcome data is frequently difficult. EMS systems typically use process measures and process improvement as a point of reference in moving toward enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

C. MEDICAL OVERSIGHT

The County shall furnish medical control services at its expense, including the services of the EMS Medical Director for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport providers).

The County shall also provide online medical control services to field personnel by radio or phone with the base hospital physician 24 hours a day, seven days a week, 365 days a year.

The County recognizes the unique role of the EMS Medical Director in delegating, to Contractor's personnel, the authority to perform certain medical interventions in accordance with the standards outlined by California law.

1. **MEDICAL PROTOCOLS** - Available at Alameda County EMS and on the EMS website: acgov.org/ems.
 - 1.1 To ensure appropriate levels of quality care Contractor shall comply with medical protocols and other requirements as established by the EMS Medical Director.
 - 1.2 Contractor shall document compliance with system medical protocols using descriptive statistics. This documentation shall describe the performance of the Contractor as a whole, its component parts (e.g. communications, first responders and transport), individual system participants (personnel), and its individual and separate skills, including clinical assessments, procedures, and medication administration.
2. **MEDICAL REVIEW/AUDITS** - The EMS Medical Director may require that any Contractor employee attend a medical review/audit when necessary.

D. CLINICAL QUALITY IMPROVEMENT

The County requires that the Contractor develops and implements a comprehensive quality management program, and recommends that it be modeled after the Baldrige criteria using statistical process control. This program should incorporate compliance assurance, process measurement and control, and process improvement that is integrated with the entire EMS system, including first responder agencies, medical communication center operations, and EMS. The clinical indicators measured by all system participants will be developed through collaborative efforts of the first responder agencies, the Contractor, and the County and will be based on current EMS research and call demand. The County ultimately will approve and

implement the quality monitoring and improvement plan to be used in the County by all providers.

1. **QUALITY MANAGEMENT** - In the majority of American EMS systems Quality Management is limited to a retrospective evaluation of patient care reports. A significant percentage of EMS systems have expanded the scope of their quality management efforts to include clinical performance indicators paired with an education system designed to make clinical improvements. Alameda County is committed to a comprehensive model of quality management that, while patient centered, encompasses all vital functions within the system. The County seeks a Contractor who shares this perspective.

1.1 Proposers are required to document their commitment to have the senior members of their Alameda County operations actively participate in the leadership and oversight of the County quality management system. This commitment includes but not limited to:

1.1.1 Active participation of Proposer's senior leadership in EMS groups or committees dealing with quality management;

1.1.2 Designation of a Quality Manager to oversee Contractor's quality program;

1.1.3 Submission of comprehensive key performance indicator reports to the County;

1.1.4 Active participation in projects designed to improve the quality of EMS in the County of Alameda; and

1.1.5 Description of the Proposer's overall approach to comprehensive quality management.

1.2 Proposers are encouraged to incorporate the most current *Baldrige National Quality Program*: [Health Care Criteria for Performance Excellence](#) and the [self analysis worksheet](#) in their response. While the County will not be requiring the Contractor to apply for the Baldrige Award, it does believe that the core areas addressed by this process provide a solid foundation for a comprehensive quality management program.

2. **QUALITY PROCESSES AND PRACTICES** – The County is interested in a clear and concise set of processes and practices, designed to be feasible for implementation and produce

tangible improvements for the patients and other customers served by our EMS system, the Contractor's employees who serve Alameda County, and the other agencies involved in Alameda County EMS. At a minimum, Proposers should address the following in their proposal:

2.1 Leadership

- 2.1.1 Describe the Proposer's leadership structure. Include purpose, vision, mission, and values.
- 2.1.2 Describe the quality management competencies that members of the leadership team possess, including their ability to analyze performance data and conduct improvement projects.
- 2.1.3 Describe the methods used to communicate openly with the workforce and the methods used to assess the effectiveness of this communication. Include a description of how the organization communicates performance data to the members of the workforce involved in the process whose performance is being monitored.
- 2.1.4 Describe how the organization's leadership team promotes legal and ethical behavior for themselves and the entire organization. Describe the organization's process for handling breaches of ethical behavior.
- 2.1.5 Describe how the organization's leadership promotes a culture focused on patient and employee safety.
- 2.1.6 Describe how the organization handles situations that have or may have had an adverse impact on patients or the public.

2.2 Strategic Planning

- 2.2.1 Describe how the organization assesses its strategic challenges and opportunities.
- 2.2.2 Describe how the organization creates strategic objectives and goals in response to the challenges and opportunities it faces.
- 2.2.3 Provide an example of the organization's ability to execute its strategic plan and accomplish objectives.

- 2.2.4 Describe the process for creating action plans from the strategic objectives. Provide a sample of an action plan that's aligned with one of the organization's strategic objectives.

2.3 Customer Focus

- 2.3.1 Describe how the organization determines the desires, needs, and expectations of patients and other customers. Include a list of key customer groups in addition to patients.
- 2.3.2 Describe the mechanisms that the organization uses to incorporate the "voice of the customer" in the strategic planning and quality management processes.
- 2.3.3 Other aspects of healthcare have documented inequalities in diagnosis and treatment based on age, ethnicity, and gender. Describe the organization's system for assuring and monitoring equitable EMS care to traditionally underserved patients such as the elderly, substance abusers, and psychiatric patients as well as to all patients based on neighborhood, age, gender, and ethnicity.
- 2.3.4 Describe and provide detailed examples of the methods the organization uses to assess and monitor the effectiveness at meeting the needs and desires of patients and other customers. If possible, provide examples of what the Proposer has learned by using these monitoring methods and the action the Proposer has taken to improve the service to patients and other customers.
- 2.3.5 Describe the organization's mechanism for managing complaints. Include methods for receiving, investigating, resolving, and tracking complaints. Include the method for analyzing complaint patterns along with examples of improvement activities that have resulted from this analysis.
- 2.3.6 Describe the mechanism for providing infection control for employees, system partners in healthcare, and patients.

2.4 Customer Service Hotline

- 2.4.1 Contractor shall establish and publish a *Customer Service Hotline* giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss

commendations or suggestions for service improvements. The *Hotline* shall be accessible without charge to all callers within the continental United States.

2.4.2 The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The *hotline* number will be published in the local telephone directory, on the Contractor's website, and publicized at local healthcare facilities, fire stations and public safety agencies.

2.4.3 Members of the Contractor's Leadership Team are to be automatically notified via pager of any incoming calls. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require follow up to the customer should be resolved by the end of the next business day from when the call was received, and if not possible a call should be made to the customer with the status of the request.

2.4.4 Handling Service Inquiries and Complaints:

- Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
- Contractor shall, on a monthly basis, submit to the County a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using the EMS unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.
- Proposal shall include a description of the Proposer's process for managing service complaints.

2.5 Measurement, Analysis, and Knowledge Management:

Clinical error or compliance processes are deemed confidential, including proceedings, findings, and documents and are protected from disclosure, to the extent allowed by law. All system participants will be required to enter into privacy agreements as required by law and that compel individuals involved to adhere to

the confidentiality requirements of the process. Clinical care error documents will not be released except as required by law or as required by individual regulatory monitoring agencies or fiscal intermediaries according to pre-established County policy and agreement.

A comprehensive quality management system addresses all of the key areas in an organization that are essential for accomplishing the organization's purpose, vision, values, and strategic objectives. Key Result Areas (KRA) are likely to include clinical performance, employees, fleet management, fiscal sustainability etc.

The Proposer selected to provide emergency ambulance service to Alameda County will work with the EMS Director and the EMS Medical Director, and any relevant quality committees to define Key Performance Indicators (KPIs) that help define and measure progress toward accomplishing each KRA.

2.5.1 Proposers should list their Key Result Areas (include a definition and measurable performance indicator) along with a description of how that area contributes to the accomplishment of the organization's purpose, vision, values, and strategic objectives. At minimum, Proposers should describe KRAs that track:

- Response time performance by zone, sub area, priority, and the EOA.
- Scene time and total prehospital time for time dependent clinical conditions like cardiac chest pain, stroke, and major trauma.
- Compliance with policies, procedures, timelines, and destinations for:
 - ST-elevation myocardial infarction (STEMI)
 - Pulmonary edema and congestive heart failure
 - Asthma or seizures
 - Cardiac arrest
 - Trauma
 - Presumed stroke symptoms
 - Assessment of pain relief
- Compliance with protocols, procedures, adjuncts, timelines for all patients who received, or should have received, an endotracheal tube, King tube, Combitube, or any other "advanced airway"

- Customer satisfaction
- Complaint management
- Employee satisfaction
- Paramedic skill retention
- Use of mutual aid
- Safety

2.5.2 Proposers should provide a list of suggested KPIs and goals (See Table 1) for each of the KRAs listed above. Include a specific data definition and data source for each KPI.

Table 1: Example – Key Result Area (KRA) with associated Key Performance Indicators (KPI)

Key Result Area	Key Performance Indicator	Goal
Employee Retention	Average tenure = 2 years	Increase average length of tenure by 10% within 6 months

- 2.5.3 Proposers should describe their method for regularly assessing compliance with Alameda County EMS policies. Contractor will be required to produce a report that describes overall compliance with protocols and provide a statistical analysis, such as Pareto charts and/or process control charts, for protocols that have the most compliance problems. (See Figure 2)
- 2.5.4 Describe how your organization makes performance data and analysis available to employees, customers, the County, and other system partners.
- 2.5.5 Describe your organization’s approach to learning and performance improvement using industry and non-industry benchmarking.
- 2.5.6 Describe your organization’s information technology system used to support the measurement, analysis, and reporting process. Include your approach to compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), data accuracy, timeliness, and security.

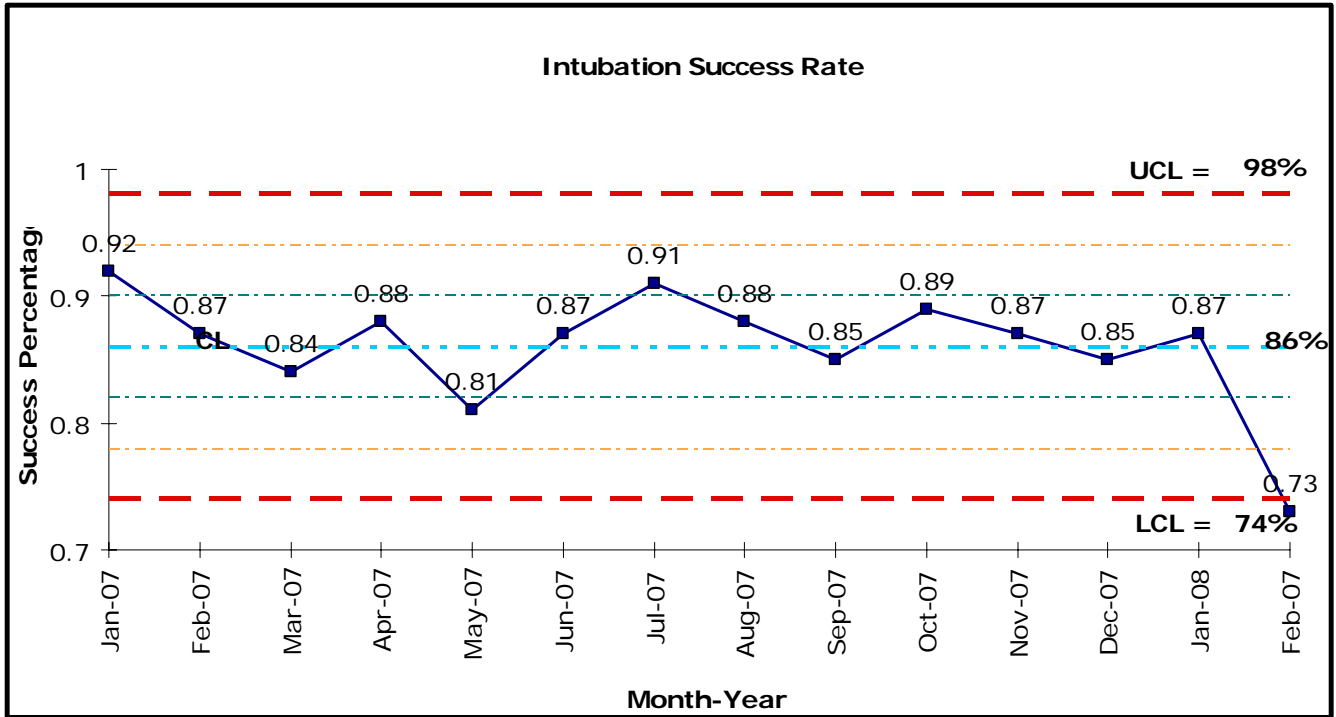


Figure 2: Sample Statistical Process Control Chart

- 2.5.7 Proposers shall provide sample checklists to improve clinical care for EMS patients and to improve the reliability of other key processes. An example is provided in Table 2.
- 2.5.8 Include a team approach to the treatment of cardiac arrest, and other Echo calls where team members are assigned specific roles to improve the efficiency of EMS interventions. Include establishing and maintaining airway control, intubation, and establishing medication access.

Table 2: Example - "Pit crew" positions and responsibilities (Subject to modification)

Position and Responsibilities	Personnel Assigned
<p>Pit Crew Leader:</p> <ul style="list-style-type: none"> Overall team leader Assigns roles Monitors time intervals (2 min. CPR, drug intervals, etc.) Assures quality of CPR Assures use of proper equipment and adjuncts (e.g., EtCO2) Serves as scribe (field notes) Supervises and assigns crowd control Supervises DNR/POLST issues Performs NO patient care 	<p>Fire or transport EMT or paramedic (preferably Fire Captain or Lieutenant)</p>
<p>Airway Leader:</p> <ul style="list-style-type: none"> Performs appropriate airway techniques, procedures Supervises airway decisions Uses confirmatory adjuncts Completes PCR at hospital (if appropriate) (with med leader) Communicates with law/family as needed Defibrillates if medication leader not available 	<p>Fire or transport paramedic</p>
<p>Medication Leader:</p> <ul style="list-style-type: none"> Defibrillates Initiates IV or IO Administers (or supervises) medications Tracks and notifies team of all monitor changes Completes PCR (with airway leader) Communicates with family/law as needed Terminates resuscitative efforts (with team leader) 	<p>Fire or transport paramedic</p>
<p>CPR Chief:</p> <ul style="list-style-type: none"> Supervises and performs CPR (with team leader) Assists with equipment/medication setup Performs communications 	<p>Fire or transport EMT</p>
<p>Team Assistant:</p> <ul style="list-style-type: none"> Assists with CPR Assists with communications Assists with setup 	<p>Fire or transport EMT</p>
<p>Team Leader/Airway Assistant (optional)</p> <ul style="list-style-type: none"> Serves at assistant to team leader Assists airway leader 	<p>Fire or transport EMT or paramedic</p>

2.6 Process Management:

2.6.1 Describe the organization’s core competencies and how these were determined.

2.6.2 Describe how the organization designs key processes with the involvement

of patients, customers, front line employees, and system partners.

- 2.6.3 Describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.
- 2.6.4 Describe the organization's experience with trials related to clinical innovation (new medications, equipment and clinical protocols).
- 2.6.5 Describe the organization's approach to improvement of work processes and provide an example (e.g. the Six Sigma DMAIC model or the IMI Model for Improvement, found at the [Institute for Healthcare Improvement](#)).

2.7 Results:

- 2.7.1 Describe the results the organization intends to produce through effective management of its key result areas. Include descriptions of the results patients, stakeholder groups, market segments, and the County can expect from the organization's provision of service. Include specific health outcomes if possible.
- 2.7.2 Describe the organization's commitment to measurably improving the health status of our community through prevention, chronic disease management, or public education activities.
- 2.7.3 Improvements results are often the result of focused improvement projects. Describe the approach to commissioning, managing, and tracking improvement projects. Contractor will be required to provide a report that updates progress on projects to the County's performance improvement committee(s), as required.

E. COMMITMENT TO EMPLOYEES

1. WORKFORCE ENGAGEMENT

Alameda County believes that an experienced, highly skilled, well rested, and satisfied workforce is essential to the provision of high quality EMS services. Describe the organization's process for assessing the engagement and satisfaction level of employees. Include description of an ongoing process that produces qualitative and quantitative KPIs

for employee satisfaction, which includes but not limited to:

- 1.1 Describe the organization's two-way communications process between front line employees and the leadership team.
- 1.2 Describe the organization's mechanism for encouraging, gathering, providing feedback on, and acting on employee improvement suggestions.
- 1.3 Describe the organization's method for providing system and individual performance feedback to employees.
- 1.4 Describe the organization's mechanism for involving front line employees in quality and performance improvement projects.
- 1.5 Describe the credentialing requirements for the employees including but not limited to EMTs, paramedics, dispatchers, and mechanics.
- 1.6 Describe the career ladder and professional development process for members of the workforce. Include a description of the succession plan for key positions.
- 1.7 Describe a mechanism that utilizes experienced clinicians to mentor, monitor and assist paramedics and EMTs contemporaneously in the field.
- 1.8 Describe the methods to assess, maintain, and develop new skills for employees in the workforce.
- 1.9 Describe the organization's practices to ensure diversity in the workforce. Address the organization's level of diversity alignment with the communities that you serve.
- 1.10 Describe the organization's practices and policies designed to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.
- 1.11 Describe the organization's commitment to ensuring that providers are free from the influence of alcohol and intoxicating drugs. Impaired providers present a significant safety risk for patients, partners, and others in the community.

2. DEDICATED PERSONNEL REQUIRED

- 2.1 The County recognizes the Contractor's need to ensure adequate supervision of its personnel and the delegation of authority to address day-to-day operational needs. Personnel in leadership positions (as described in 2.4 – 2.10), including supervisors, are subject to approval by the Contract Administrator. An Operations Manager,

Operational Field Supervisors, Clinical Field Supervisors, and the Quality Manager must be distinct and separate positions from each other.

- 2.2** The Contractor's quality management program shall be incorporated into every layer of management and not be assigned to the responsibility of a single frontline or middle management position. A Quality Manager (see 2.6) shall be responsible for oversight and management of the key performance indicators and ongoing organization-wide quality management.
- 2.3** The Proposers shall specifically explain how the Clinical Field Supervisors (2.8) and Operational Field Supervisors (2.9) are able to monitor, evaluate, and improve the clinical care provided by the Contractor's personnel and to ensure that on-duty employees are operating in a professional and competent manner.
- 2.4 Operations Manager:** Contractor shall provide a full-time Operations Manager to oversee and be responsible for the overall functioning of the Alameda County operation. This person shall have prior experience managing a large, high-performance EMS system and be approved by the EMS Director and EMS Medical Director. This person shall be a champion of quality management, and ensure all upper-level management positions are trained and participate.
- 2.5 Medical Director:** Contractor shall provide a 0.5 FTE physician, experienced in emergency medical services, to oversee clinical areas.
- 2.6 Quality Manager:** Contractor shall provide a physician, a Registered Nurse, or highly qualified and experienced paramedic to implement and oversee Contractor's on-going quality management. This individual shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Agreement.
- 2.7 Clinical/Education Staff:** At a minimum, in addition to the above positions the Contractor shall provide and maintain two full-time clinical and educational staff positions (these are in addition to the Quality Manager position responsible for overall oversight of quality management).
- 2.8 Clinical Field Supervisors:** At minimum, the Contractor shall provide two Clinical Field Supervisors for each shift, approved by the EMS Medical Director, who are experienced, clinically and administratively competent paramedics with prior teaching/training experience who serve in the following responsibilities:

- 2.8.1 Respond to all ECHO calls to assist and provide oversight.
 - 2.8.2 Provide direct, case-by-case oversight of clinical personnel
 - 2.8.3 Coordination of data collection for ongoing compliance in collection and reporting of cardiac arrest, airway, 12-lead data
 - 2.8.4 Direction and assistance with research and compliance for research in trial studies, focused audits, and state-directed demonstration projects
 - 2.8.5 Teaching and reinforcement of clinical policies and procedures
 - 2.8.6 Introduction of new techniques and procedures
 - 2.8.7 Facilitate the use of PemSoft and other educational software
 - 2.8.8 Collaboration with County EMS Leadership and Prehospital Care Coordinators
 - 2.8.9 Resource persons for difficult clinical issues
 - 2.8.10 Communication with base physicians and EMS on-call staff
 - 2.8.11 "Beta testers" for new clinical trials, pilot studies, new equipment
 - 2.8.12 Coordinates with other providers' clinical supervisors
 - 2.8.13 Participate in the County's EMS Quality Council with the Quality Manager and/or other performance improvement committees, as requested.
 - 2.8.14 With the exception of multi-casualty incidents and disaster responses, Clinical Field Supervisors shall not be responsible for delivery of supplies or equipment.
- 2.9 Operational Field Supervisor:** Contractor shall provide 24-hour/day on-duty Operational Field Supervisor coverage within Alameda County. An on-duty employee or officer must be authorized and capable to act on behalf of the Contractor in all operational matters.
- 2.10 Analyst:** In addition, the Contractor shall provide at least one full-time Analyst to evaluate Patient Care Reports and eighty (80) compensated hours per month for designated field personnel to participate in clinical quality improvement activities

3. KEY PERSONNEL

- 3.1 Proposer shall identify key managers (See 2 above) who shall participate in on-going training and development programs for EMS managers and supervisors, and should be offered to those personnel at no cost. While the content of these development programs vary, managers should receive training similar to the content provided in the American Ambulance Association's Ambulance Service Manager Certificate Program within twenty-four (24) months of executing the Ambulance Agreement.
- 3.2 Stability of the Contractor's leadership team directly correlates with the continuation of the performance of the EMS system. The Proposer shall describe how it will ensure continuity and reduce managerial turnover in the system.

4. CONTINUING EDUCATION PROGRAM REQUIREMENTS

- 4.1 Contractor shall apply for and maintain approval as an approved continuing education (CE) provider in Alameda County. All in-service and programs offered for CE credit must comply with state regulations.
- 4.2 Contractor shall develop and provide, or subcontract for, in-house CE training programs designed to meet State licensure/certification requirements and County accreditation requirements at no cost to employees.
- 4.3 Contractor should target educational content to address local system needs. The EMS Medical Director may mandate specific continuing education program and content requirements and County may review and audit any continuing education programs offered by the Contractor.
- 4.4 Contractor is strongly encouraged to work with, coordinate and make available continuing education programs to fire department personnel and non-911 system ambulance providers.

5. CLINICAL AND OPERATIONAL BENCHMARKING REQUIRED:

Benchmarking of Key Performance Indicators (KPI) including those focused on clinical care is required. Some of the interim measurements may be process oriented in lieu of outcome measurements. It is anticipated that the KPI will evolve with the development of the local EMS system as approved from time to time by the EMS Medical Director and EMS Director. Contractor shall provide information necessary to benchmark KPIs.

- 5.1** Key benchmarks focusing on clinical activities will include, at a minimum:
- 5.1.1 Measuring cardiac arrest survival in accordance with Utstein protocols,
 - 5.1.2 Presumptive impressions including call priority at dispatch compared to field intervention
 - 5.1.3 Percentile (fractile) measurement of time to first defibrillation
 - 5.1.4 Successful airway management rate by entire system, provider type and individual, including ETCO₂ detection
 - 5.1.5 Successful IV application rate by entire system, provider type and individual,
 - 5.1.6 Field procedures authorized
 - 5.1.7 Pain reduction
 - 5.1.8 Percentile (fractile) measurement of response time
 - 5.1.9 ALS transport ambulance arrival
 - 5.1.10 Measurement of protocol compliance, procedures, timelines and destinations for patients with the following presumed conditions:
 - 5.1.11 ST-Elevation Myocardial Infarction (STEMI)
 - 5.1.12 Pulmonary edema
 - 5.1.13 Congestive heart failure
 - 5.1.14 Bronchospasm
 - 5.1.15 Status epilepticus
 - 5.1.16 Seizures
 - 5.1.17 Trauma
 - 5.1.18 Stroke
 - 5.1.19 Severe Pain
- 5.2** Other KPI benchmarking may include comparing clinical data published by the [National Association of EMS Physicians](#) or other national organizations comparing Alameda County EMS with other similarly designed clinically sophisticated systems.
- 5.3** Examples of non-clinical Key Performance Indicators (KPI) to be benchmarked may include:
- 5.3.1 Employee injuries
 - 5.3.2 Consecutive employee hours worked
 - 5.3.3 Vehicle collisions (>\$250 damage) per 100,000 fleet miles

- 5.3.4 Critical vehicle/equipment breakdowns (interfering with a response or transport) per 100,000 fleet miles
 - 5.3.5 Consumer satisfaction
 - 5.3.6 Employee turnover
 - 5.3.7 Employee satisfaction
- 5.4** Participation in, or publishing the results of, peer reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. To that end Contractor shall use best efforts over the term of the Agreement to participate in out-of-hospital research. For illustration, such projects might include but are not limited to research involving:
- 5.4.1 Impact of Public Access Defibrillation (PAD)
 - 5.4.2 Reduction of "at scene" time
 - 5.4.3 Reduction of "at patient" time to improve time to first defibrillation or ALS intervention
 - 5.4.4 Communications system research projects or other research projects as approved by the EMS Medical Director.

F. MINIMUM CLINICAL LEVELS AND STAFFING REQUIREMENTS

- 1. AMBULANCE STAFFING REQUIREMENTS:** All ambulances rendering emergency ambulance services to Charlie, Delta and Echo calls under this Agreement(s) shall be staffed and equipped to render ALS level care and transport.

The paramedic shall be the ultimate responsible caregiver, but is only required to accompany patients in the back of the ambulance during patient transports where paramedic-level monitoring or care is recommended or required by protocol. An EMT may accompany patients not requiring paramedic-level monitoring or care.

All Ambulances rendering non-emergency ambulance services to Alpha and Bravo calls under this Agreement(s) shall, at a minimum, be staffed and equipped to render BLS level care and transport.

- 1.1** Contractor is required to staff a minimum of one (1) Paramedic and one (1) EMT for all emergency transport units responding to Charlie, Delta and Echo calls or any calls the County Dispatch Center(s) determines an ALS response is appropriate

according to MPDS protocols. Responding transport units should be prepared to interface seamlessly with fire department personnel responding to the same call.

- 1.2 Contractor is required to staff a minimum of two (2) EMTs for all non-emergency transport units responding to Alpha and Bravo calls, or for multi-unit response or any calls the County Dispatch Center(s) determines a BLS response is appropriate according to MPDS protocols.
- 1.3 At Contractor's sole option, the requirement for EMT staffing levels on any or all units may be enhanced to higher levels of training without additional obligation of the County.

2. **WORK SCHEDULES AND HUMAN RESOURCE ISSUES – AN EMPLOYEE MATTER:**

Although this is a performance-based Agreement and Contractor is encouraged to be creative in delivering services, Contractor is expected to employ reasonable work schedules and conditions. Provider fatigue and the impairment associated with fatigue poses a significant safety risk for patients, partners, and others in the community. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, voluntary overtime, or mandatory overtime without adequate rest.

3. **PERSONNEL LICENSURE AND CERTIFICATION AND TRAINING REQUIREMENTS:**

- 3.1 All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California, and in the case of paramedics, accredited in Alameda County.
- 3.2 Contractor shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under the Agreement.
- 3.3 County certification/accreditation requirements may be downloaded from the County EMS website. Paramedic licensure information should be obtained from the State EMS Authority.

4. **PERSONNEL TRAINING:** The Proposer may offer additional personnel qualifications and training beyond the County requirements. The County may add or delete requirements during the term of the Agreement as educational requirements change.

The requirements at the time of this RFP include:

4.1 Advanced Cardiac Life Support (ACLS) Certification:

4.1.1 All paramedics responding to potentially life threatening emergency medical requests shall be currently certified in ACLS by the American Heart Association or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the ACLS curriculum and approved by the EMS Medical Director.

4.1.2 Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all paramedics performing services under this Agreement.

4.2 EKG Training: All field personnel, if not previously trained, must be trained in acquiring and interpreting 12-Lead EKGs for ST elevation and subsequent transport to a designed cardiac receiving center.

4.3 Trauma Training:

4.3.1 Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in either Prehospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum, and approved by the EMS Medical Director.

4.3.2 Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.

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

4.4 Pediatric Education:

4.4.1 Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in one of the following pediatric training programs:

1) Pediatric Education for Prehospital Personnel (PEPP), 2) Pediatric Advanced Life Support (PALS), 3) Emergency Pediatric Care (EPC), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PEPP, EPC, or PALS curriculum approved by the EMS Medical Director.

- 4.4.2 Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PEPP/PALS qualified paramedics performing services under this Agreement(s).
- 4.4.3 All paramedics shall be required by Contractor to obtain certification in PEPP, or have completed a comparable program within six (6) months of hire by Contractor.

4.5 Company Orientation:

- 4.5.1 Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and County communications centers; and ambulance and equipment utilization and maintenance.
- 4.5.2 In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement, and the billing and reimbursement process and compliance.

4.6 EMS Orientation:

- 4.6.1 Contractor shall ensure that all field personnel attend Alameda County EMS orientation. This course offers an overview of the Alameda County EMS system, review of EMS policies and procedures, EMS documentation requirements, and CPR review.
- 4.6.2 In the case of paramedics, the individual may begin working prior to attending EMS orientation; however, the individual may only perform the State basic scope of practice and must adhere to limitations defined in EMS Policy 2000. In order to perform the Alameda County local optional and

expanded scope of practice the individual must complete the accreditation process.

4.7 Multi-casualty Response

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

4.8 Critical Incident Stress Management

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

4.9 Homeland Security

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

4.10 Assaultive Behavior Management Training

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

4.11 Driver Training

Contractor shall maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of

accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by the County initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher courses and skill confirmation.

4.12 Infection Control

Contractor shall develop an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc). The Contractor shall develop and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

5. CHARACTER COMPETENCE AND PROFESSIONALISM OF PERSONNEL

- 5.1** The parties understand that ambulance services are often rendered in the context of stressful situations. The County expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, medical communications personnel, middle managers and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.
- 5.2** All persons employed by Contractor in the performance of its work, shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check.
- 5.3** It is the County's intent in requiring a criminal record check that Contractor is aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in an EMS system. These should include, at a minimum, debarment from the federal Medicare program, felony or misdemeanor convictions related to driving under the influence, drug related offenses, and sexual offenses including rape, child abuse, and spousal abuse. Contractor must submit for approval their policy regarding the employability and potential liability associated with employing any individual with a past history of such offenses.

6. INTERNAL HEALTH AND SAFETY PROGRAMS

- 6.1** Proposer shall describe programs that will be established to enhance the safety and health of the work force. These shall include driver training, safety and risk

management training.

- 6.2** The Contractor shall provide adequate personal protective equipment (PPE) to employees, including universal precautions for routine care, and personal protective gear to employees working in hazardous environments, rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall include appropriate head, eye, and skin protection for employees. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers should be trained in the use of PPE and fit tested when appropriate. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

7. EVOLVING OSHA & OTHER REGULATORY REQUIREMENTS

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

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

8. TREATMENT OF INCUMBENT WORK FORCE (if applicable)

A number of dedicated highly trained personnel are currently working in the Alameda County EMS system. Employment stability within the EMS system is an important concern of incumbent employees. To ensure a smooth transition if a change in Contractor occurs, all qualified employees working for the current service provider will be considered for preferential hiring by the Contractor to encourage personnel to remain with the system.

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

- 8.1 The Contractor shall offer employees employment in substantially similar positions.
- 8.2 Contractor agrees that all incumbent personnel hired will retain "seniority status" earned while working in the Alameda County EMS system and will be used as criteria for "bidding" shifts, partners or other assignments.
- 8.3 Contractor will provide a wage and benefit program which is, at a minimum, comparable to the employees' current program.

G. TRANSPORT REQUIREMENT AND LIMITATIONS

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

1. **DESTINATIONS:** Contractor shall be required to transport patients from all areas of the EOA, in accordance with Alameda County EMS Policies.
2. **PROHIBITION AGAINST INFLUENCING DESTINATION DECISIONS:** Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the EMS Transport Guidelines policy.

H. OPERATIONS MANAGEMENT PROVISIONS

1. **SERVICES DESCRIPTION**

- 1.1 Contractor shall furnish all emergency ambulance service for the entire population of the Exclusive Operating Area (EOA). All Contractor's emergency ambulance services shall be provided at the ALS level, except for the response and transport of Alpha and Bravo calls, which may, at the Contractors option, receive a BLS level response and transport.
- 1.2 All medical 911 calls for EMS originating in the EOA will be referred to Contractor. Contractor shall be the sole ambulance provider authorized by the County in the EOA covered under this RFP to provide emergency response and transport services, with the exception of mutual aid and disaster response.
- 1.3 **5150 Response:**
 - 1.3.1 Contractor shall respond ALS level personnel to all 5150 calls for the entire population of the EOA. If the patient does not require medical clearance at an

emergency department, the ALS ambulance can request that a BLS ambulance transport to the appropriate psychiatric facility in accordance with EMS policies regarding psychiatric patient care. Proposers will be provided data on 5150 calls for the preceding three year period.

1.3.2 Contractor will respond a BLS transport unit into Zone 1 (cities of Alameda, Albany, Berkeley or Piedmont) for 5150 calls if the call was initially dispatched as an Alpha or Bravo call by the County Dispatch center(s).

1.3.3 Response times for 5150 calls described in 1.3.2 are to be included in the response time performance calculation.

1.3.4 If the call was originally dispatched as an Echo, Delta, or Charlie, the city fire department must respond and medically clear the patient. If the Contractor is then requested to respond a BLS unit to transport the patient to the appropriate psychiatric facility, such requests must be:

- through a County Dispatch Center(s) via usual 911 channels; and,
- in accordance with EMS policies regarding psychiatric patient care.

2. RESPONSE TIME PERFORMANCE, RELIABILITY & MEASUREMENT METHODS

Response times are a combination of dispatch and field operations. Because this agreement is performance-based, the County will not limit Contractor's flexibility in the methods of providing ambulance service. However, an error on Contractor's part in one phase of its operation (e.g. system deployment plan, etc.), shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g. response time performance). Appropriate response time performance is the result of a coordinated effort of Contractor's total operation and therefore, is solely Contractor's responsibility.

Response time shall be measured in minutes and integer (whole) seconds, and shall be "time stamped" upon receipt of the call by a County Dispatch Center(s).

2.1 Description of call classification:

These specifications outline priorities with which Contractor must comply by meeting specified response times. The call classification as emergency or non-emergency and assignment as Alpha, Bravo, Charlie, Delta, and Echo, is accomplished by medical priority dispatch protocols utilized by a County Dispatch

Center(s).

2.2 Response Time Accountability:

Contractor's response time on requests for emergency medical service originating from within the EOA shall meet the performance standard contained in Table 3. County's expectation is that Contractor will meet the response times in all Emergency Response Zones and sub areas with 100% compliance. The County, however, recognizes that situations may arise that are outside the control of Contractor. In consideration of this, no penalties shall be assessed until response time compliance falls below 90%.

Table 3: Response Time Compliance Requirements

MPDS Dispatch Category	Personnel Configuration	Metro/Urban		Suburban/Rural		Wilderness	
		FD First Response	Transport	FD First Response	Transport	FD First Response	Transport
ECHO	2 paramedics	07:00 min.	08:30 min.	08:30 min.	14:00 min.	14:00 min.	18:00 min.
Delta	1 paramedic 1 EMT	08:30 min.	10:30 min.	10:00 min.	16:00 min.	18:00 min.	22:00 min.
Charlie	1 paramedic 1 EMT	10:00 min.	15:00 min.	14:00 min.	25:00 min.	24:00 min.	28:00 min.
Bravo	2 EMTs		15:00 min.		25:00 min.		28:00 min.
Alpha	2 EMTs		30:00 min.		40:00 min.		40:00 min.

2.3 Response Time Performance Requirements:

2.3.1 **Emergency Response Zones** (Figure 3) - For response time monitoring, reporting and compliance purposes, there are five (5) Emergency Response Zones (ERZ), including the unincorporated areas contained within that zone.

- **Zone 1** – Alameda (6), Albany (1), Berkeley (2), Piedmont (4), and LLNL (*this zone is not included in the EOA*)
- **Zone 2** – Oakland (5), Emeryville (3)
- **Zone 3** – San Leandro (7), Castro Valley (11), Hayward (13), Unincorporated (8, 9, 10, and 12)
- **Zone 4** – Fremont (16), Newark (15), Union City (14)
- **Zone 5** – Dublin (17), Pleasanton (18), Livermore (19) - except LLNL, Unincorporated (20)

2.3.2 **Sub-areas** - Contained in each ERZ are three (3) designated sub-areas:

- **Metro/urban** (Figure 4): each square kilometer has at least two calls a month with at least half of the adjoining kilometers having equivalent values.
- **Suburban/rural:** exist adjacent to the metro/urban areas. A more detailed definition will be provided at the Proposer’s conference
- **Wilderness:** the remaining area of the County is wildness. A more detailed definition will be provided at the Proposer’s conference.

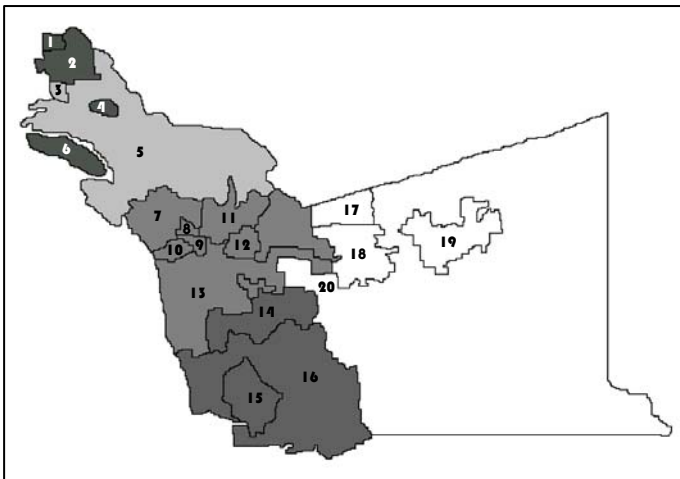


Figure 3: Emergency Response Zones (see Exhibit E-2 for a larger version of this map)

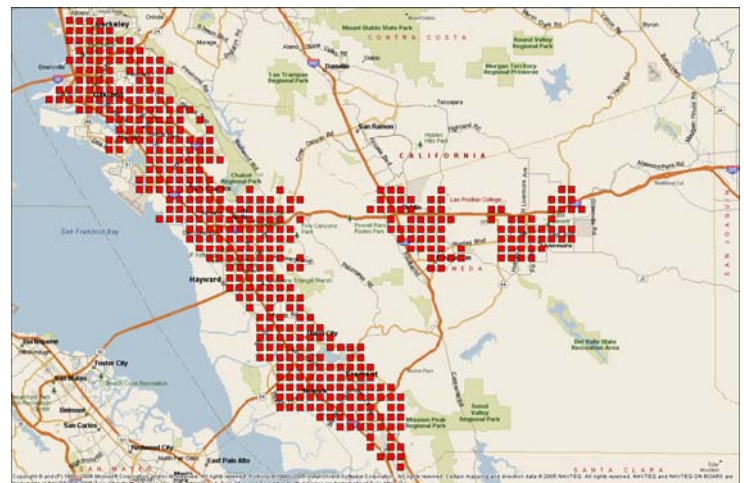


Figure 4: Metro/Urban sub-area

2.4 Delayed Response – Alpha/Bravo call

Whenever delays occur for Alpha and/or Bravo responses due to more emergent calls waiting, Contractor shall notify the individual/agency requesting the non-emergency response to explain the reasons for the temporary delay, and shall furnish a realistic estimate of when service will be available. Contractor shall make every reasonable effort to reduce and eliminate delays for those utilizing non-emergency services. Notification of the individual/agency does not eliminate penalties for such delays.

2.5 Equity in Response Times Throughout the County:

The County recognizes that equity in response times is largely based upon call volume and population density. The County has established three (3) sub-areas based on call density for response time compliance measurement. Should the call density of any contiguous area change significantly that area will be considered for

reclassification for response time compliance upon the next anniversary date of the Agreement(s). Response time compliance changes pursuant to this section will be modified by readjusting the then current map defining the ERZ and sub-areas.

2.6 Response Time Measurement Methodology

Exhibit E-1 summarizes the time intervals of an EMS incident. The Contractor's response time interval requirements will be defined by the terminology represented in this graph. The response time measurement methodology employed can significantly influence operational requirements for the EMS system. For the purposes of the Agreement the following are applicable:

- 2.6.1 Response Times shall be measured from the time of dispatch of the call from County Dispatch Center(s) until arrival at the incident location by the first arriving transporting ambulance ("T5 to T7") or until the call is cancelled by a public safety agency.
- 2.6.2 Arrival at incident location means the moment an ambulance crew notifies the County Dispatch Center(s) that it is fully stopped at the location (T-7).
- 2.6.3 In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.
- 2.6.4 The EMS Medical Director may require Contractor to log additional times such as patient contact time, time of defibrillation, medication administration, and other instances for medical research purposes.

2.7 Calculating Response Times

Contractor's response times shall be calculated on a monthly basis for reporting purposes to determine compliance using fractile response-time measurements.

Note: Although response times are reported monthly, response times should remain at the contractually agreed upon percentage at all times within all zones and sub-areas. The County will periodically perform audits of response times for a randomly selected consecutive 30 day period.

2.8 Calculating Changes in Call Priority

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

2.8.1 **Upgrades** - If an assignment is upgraded, prior to the arrival on scene of the emergency ambulance, (e.g. from a Charlie to Delta), Contractor's compliance and penalties will be calculated based on the shorter of:

- Time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard, or,
- The lower priority Response Time Standard.

2.8.2 **Downgrades** - If a call is downgraded, prior to arrival on scene of the emergency ambulance (e.g. from a Delta to a Charlie), Contractor's compliance and penalties will be determined by:

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

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

2.8.4 **Canceled Calls** - If an assignment is canceled prior to arrival on scene by the emergency ambulance, compliance and penalties will be calculated based on

the elapsed time from dispatch to the time the call was canceled.

2.9 Each incident a separate response

Each incident will be counted as a single response regardless of the number of units that are utilized. The response time of the Contractor's first arriving transporting emergency ambulance will be used to compute Contractor's response time for that incident. This includes an ambulance response from one of the transporting fire departments requested to provide mutual aid for the Contractor.

2.10 Response time exceptions

Contractor is expected to achieve the specified response times standards, therefore Contractor shall maintain mechanisms for backup capacity should a temporary system overload persist.

In the monthly calculation of Contractor's performance to determine compliance with response time standards, every request from the County's Dispatch Center(s) originating within the Contractor's assigned EOA shall be included except:

2.10.1 Significant Multi-Casualty Incident or declared disaster - The response time requirements may be suspended during a multi-casualty incident (as defined in policy) or declared disaster in Alameda County, or a declared disaster in a neighboring jurisdiction to which ambulance assistance is being requested. Any suspension of response time requirements is subject to the approval of the EMS Director or designee.

2.10.2 Dispatch Delay or Inaccuracy - If the Contractor receives inaccurate or delayed dispatch information from the County Dispatch Center(s) the Contractor will not be held responsible for a delayed response time if the delay is directly attributable to the information provided by the Dispatch Center(s).

2.11 Exception request process

2.11.1 Contractor may request that a response be excluded from the calculation of Response Time Standards, if that call meets the criteria defined in section 2.10 above. Contractor must provide detailed documentation for each response in question to the County and request that the County exclude these

responses from the calculations and late penalties.

2.11.2 Each request must be in writing and received by the EMS Director within ten (10) business days of the end of the month of occurrence. The request must include that month's performance reports and must be supported by written documentation supporting the request.

2.11.3 The EMS Director shall grant or deny exceptions to performance standards and shall so advise the Contractor.

2.12 Reporting Procedures and Penalty Provisions

2.12.1 Response time performance reporting requirements and documentation of incident time shall include, but is not limited to:

- time call received by the County Dispatch Center(s) (T2)
- time location verified (T3)
- time ambulance crew assigned (T5)
- time enroute to scene (T5-T7)
- arrival at scene time (T7)
- arrival at patient (T7.1)
- total on-scene time (T7-T8)
- time en route to hospital (T8)
- total time to transport to hospital (T8-T9)
- arrival time at the hospital (T9)

Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications, and other instances deemed important for clinical monitoring and research activities. All times shall be recorded on the County Patient Care Record (PCR) and in the County Dispatch Center(s) computer aided dispatch system.

2.12.2 Contractor must synchronize its clocks with the County's dispatch centers clocks so all reports accurately reflect Dispatch Center(s) times.

2.12.3 **Response Time Performance Report** - Within ten (10) business days following the end of each month, Contractor and County will receive a report

from the County Dispatch Center(s), containing information as specified in section 2.17.

- Contractor and County shall use response time data in an on-going manner to evaluate Contractor's performance and compliance with response time standards in an effort to continually improve response time performance levels.
- If Response Time Compliance is below 90%, Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.

2.12.4 Penalty Provisions - Isolated instances of individual deviations of response times are considered instances of minor non-compliance with the Agreement. However, deviations of Response Time compliance, which are severe or chronic, may constitute a material breach of the Agreement.

- **Failure to provide on-scene time** - Contractor shall pay County a **\$500.00** penalty each and every time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the penalty may demonstrate to the satisfaction of the EMS Director an accurate on-scene time.

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

- **Failure to comply with response time requirements** - Contractor shall pay County a penalty each and every month that Contractor fails to comply with the response time requirements based on the percent of compliance for each:
 - **Category** (Delta, Charlie, Bravo, Alpha)
 - **Response Zone**, (Zone 2, 3, 4, and 5)
 - **Sub area** (Metro/urban, suburban/rural, and wilderness)

- Calculating response time compliance for Echo Responses** - Echo calls, although they represent a small percentage of responses, involve those patients requiring the most rapid response and highest level of patient care. Therefore, if Echo call response time compliance drops below 90% for any 30 day period for any reason, penalties will be assessed. In addition, a performance improvement plan must be submitted to the EMS Medical Director with the monthly compliance report that identifies the problem(s) that lead to the delayed response and steps being taken to correct the problem(s).
- Response Time Penalties** will be assessed according to Table 4. The purpose of assessing penalties is not only monetary, but should be used by the Contractor to immediately identify and rectify problems that lead to the delayed response. Continued failure to meet response time standards may be considered a Major Breach of the Agreement.

Note: Failure by the County to assess penalties at any point, for any reason, does not impact County’s right to do so in the future.

Table 4: Response Time Penalties

Response Time Penalties by Category and Compliance			
Compliance:	89.5 – < 90%	89 - < 89.5%	< 89%
CATEGORY:			
ECHO	\$25,000.00	\$35,000.00	\$50,000.00
DELTA / CHARLIE	\$15,000.00	\$25,000.00	\$35,000.00
BRAVO / ALPHA	\$ 5,000.00	\$10,000.00	\$15,000.00

- Penalties for Outlier Responses** - An outlier response time is defined as greater than double the response time for the category. Penalties for outlier response times will be based on the individual call category and the sub-area (Table 5).

Table 5: Outlier Response Time Penalties

Outlier Response Times by Category and Sub-area in Minutes (greater than)					
CATEGORY:	<i>Sub-area:</i>	<i>Metro/Urban</i>	<i>Suburban/Rural</i>	<i>Wilderness</i>	Penalty:
ECHO		18.30	24:00	28:00	\$5,000.00
DELTA/		20.30	26:00	32:00	\$2,500.00
CHARLIE		22:00	35:00	38:00	\$2,500.00
BRAVO		22:00	35:00	38:00	\$1,000.00
ALPHA		30:00	50:00	50:00	\$1,000.00

2.12.5 Phase-in of Penalty Provisions:

- Imposition of penalties for Charlie, Delta and Echo ambulance responses will be in effect starting the first month service is provided by the Contractor.
- The imposition of the penalties for Alpha and Bravo ambulance responses will be in effect six months after the Agreement start date.

2.12.6 Additional Penalty Provisions – If the County determines a breach has occurred that is not addressed in Table 6, County shall require Contractor to submit a corrective action plan. If the breach is not corrected within the time frame approved by the County, Contractor may be subject to additional penalties or a finding of material breach.

Table 6: Penalties for major and minor breaches to Agreement

Event	Criteria	Penalty
Failure to respond to an emergency request for a response from the County Dispatch Center(s)	The Contractor shall respond to all reasonable requests for a response from the County Dispatch Center(s)	\$25,000 for each failure to respond by the Contractor to a reasonable request for a response from the County Dispatch Center(s). Prior to imposition of this penalty, the County will conduct an investigation of the incident.
Response and/or transport by a BLS unit when the category requires an ALS unit	All Echo, Delta and Charlie calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit unless downgraded to a BLS transport according to policy	\$500 for every incident in which a BLS ambulance responds and transports a patient requiring an ALS ambulance (e.g. Echo, Delta, Charlie).
Failure to leave a printed PCR at the receiving facility. <i>Availability of an electronic copy of the PCR at the receiving hospital shall not substitute for leaving a printed copy prior to departure from the facility.</i>	100% of all PCRs will be provided to receiving facility prior to departure of crew. <i>(See Exhibit I for minimum "short version" PCR requirements)</i>	\$50 for every PCR not provided to the receiving facility prior to departure of crew. If Contractor falls below the required 90% compliance rate for any consecutive 30 day period, an additional penalty of \$10,000 will apply.
Failure to leave printed PCR at receiving facility on a patient for whom a PCR is essential.	A patient for whom a PCR is essential is defined as: <ul style="list-style-type: none"> - STEMI patient transported to any facility, including a Cardiac Receiving Center - Stroke patient transported to any facility, including a Stroke Center - Trauma patient transported to a trauma center - Any ECHO patient, or equivalent - Any emergent (lights & siren) return to the hospital - Any patient who is unable, for any reason, to provide a history - All patients aged 10 or less 	In addition to the \$50.00 penalty above, an additional \$500 penalty PER INCIDENT will apply.
Failure to provide timely reports relevant to the investigation of unusual occurrences, as defined in the EMS Policy Manual.	Reports relevant to the investigation of an unusual occurrence are due two weeks following receipt of the request for routine cases and within 48 hours for sentinel events.	\$50 per report per day received after the specified timeframe from the date of receipt of the request.
Failure to provide timely quality improvement data and reports	Quality improvement and clinical data and reports are due on specific date after close of month According to the schedule published on the EMS website.	\$50 per report or data submission per day received after specified due date
Failure to provide timely operational reports	Operational and response time reports are due on specific date after close of month.	\$50 per report per day received after specified due date
Failure to provide timely reports on clinical studies.	Additional data points needed on the PCR to reflect annual policy updates must be on the PCR within 90 days of notification by County.	\$50 per data element per day after 90 days.
Failure of audit: Inaccurate reporting identified by audit.	Not less than annually, County will audit Contractor's records to ensure accuracy of reports received for two 30 day periods, selected at random.	Penalties for non-compliance identified by an audit will be assessed at double the amounts described above.

2.12.7 **Penalty Disputes** - Contractor may appeal to the County in writing within (10) working days of receipt of notification from the imposition of any penalty or penalty calculation. The EMS Director will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty. The EMS Director's decision shall be final.

2.13 Vehicles and Equipment Requirements

Contractor shall acquire and maintain all ambulances, support vehicles, on-board medical supplies/equipment, and office facilities and equipment to be used by Contractor to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Contractor.

2.13.1 **Ambulances** - All ambulances shall meet the standards of Title XIII, California Code of Regulations and applicable California motor vehicle codes.

2.13.2 Vehicle Markings

- Emergency vehicles shall be marked as defined by the National Fire Protection Agency (NFPA) Standard 1901 (2009) that includes reflective chevron markings on the rear and a reflective stripe on the side panels.
- Ambulance vehicles used in providing services shall bear the markings "Alameda County Emergency Medical Services" in at least four (4) inch letters on both sides and state the level of service on both sides.
- Vehicles shall display the "911" emergency telephone number but shall not display any other telephone number or advertisement.
- Ambulance vehicles shall be marked to identify the company name.
- County reserves the right to approve the overall design, color, and lettering used for emergency response.

2.13.3 **Equipment** - Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment,

medical supplies and personal communications equipment utilized by Contractor will meet or exceed the minimum requirements of the County's Ambulance Equipment and Supply policy. A listing of the on-board equipment and medical equipment and supplies required by the County can be downloaded at the County EMS website.

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

2.13.4 Failure to Meet Minimum In-Service Equipment/Supply Requirements -

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

- Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission.
- Subject the Contractor to a \$1,000.00 penalty. The EMS Director shall bill the Contractor for the \$1,000.00 penalty.

2.14 Vehicle and Equipment Maintenance

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

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

- 2.14.3 **Ambulance replacement** - shall occur on a regular schedule and the Proposer shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System.
- 2.14.4 The appearance of ambulances and equipment impacts customers' perceptions of the services provided. Therefore, the County requires that ambulances and equipment that have defects, even insignificant but visible cosmetic damage, be removed from service for repair without undue delay.
- 2.14.5 Contractor must ensure an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system. Contractor shall comply with or exceed the maintenance standard as outlined in the Standards—Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance services.
- 2.14.6 Contractor shall maintain all bio-medical equipment to the applicable Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or equivalent standard, and shall be updated annually. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at the Contractor's expense.

2.15 Dispatch System

- 2.15.1 The County Dispatch Center(s) will provide and maintain all equipment and software necessary to receive requests for emergency ambulance services arising from the Public Safety Answering Points (PSAP). As soon as a call is determined to be a medical call within the Contractors EOA, PSAPs pass the call to the County Dispatch Center(s).
- 2.15.2 The County, through the County Dispatch Center(s), shall provide EMS call intake functions, call prioritization and pre-arrival instructions according to

Emergency Medical Dispatch (EMD) protocols developed in collaboration with the County EMS Medical Director.

2.15.3 Dispatch of Contractor's Ambulances: The County intends to require that Contractor's ambulances be dispatched by a designated County Dispatch Center, to be selected by the County.

Contractor will staff, at a minimum, one position at the Dispatch Center twenty-four hours per day. This position will be responsible for:

- ensuring deployment and movement of the Contractor ambulances
- providing system monitoring
- coordinating Contractor's management, supervisory, and field personnel.

2.16 Communication System Equipment and Management

2.16.1 Contractor shall be responsible for providing mobile radio equipment and cellular phones on each vehicle. Contractor shall be responsible for obtaining all radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system, which will enable Contractor to effectively receive communications from the County-Dispatch Center(s) and deploy ambulance units throughout the EOA.

2.16.2 Contractor shall be capable of receiving and replying to such requests for emergency ambulance services by voice or data linkage. Contractor's communications system shall be capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to this Agreement.

2.16.3 **County Dispatch System** – Contractor shall pay for any modifications to the County Dispatch Center(s) computer aided dispatch system that Contractor determines necessary to effectively monitor, deploy, redeploy, and manage its ambulance resources.

2.16.4 **Communications Equipment** - Each response vehicle shall, at a minimum, have the following equipment:

- **Radios:** Contractor shall equip all vehicles used in performance of services to County with radio equipment for communications with the County Dispatch Center(s) on Contractor's radio channels.
 - 800MHz mobile radios that are also 700 MHz capable, with front and rear compartment communications capabilities that is permanently mounted and connected to an outside antenna and compatible with Alameda COUNTY's trunked 800/700 MHz system.
 - 800/700MHz portable radios compatible with Alameda COUNTY's trunked 800/700 MHz system.
 - Motorola and EF Johnson are currently the two radio systems that are fully compatible with the county's radio communications system.
 - All county approved radios must be, rebanding-capable, digitally formatted, and fully compliant with the P-25 interoperability standards.
 - Contractor shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable County rules and operating procedures.
- **Cell phones** for direct landline communications with the base hospital, receiving hospitals, Dispatch Centers and other necessary personnel or agencies.
- **California On-Scene Emergency Coordination Radio System** - Contractor shall equip all supervisory vehicles with radio equipment suitable for operation on the CALCORD.
- **Hospital Communication Equipment** - Contractor shall equip all ambulances and supervisory vehicles used in providing service to the

County with radios for communication with: hospital receiving facilities and for ambulance-to-hospital communications.

Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff regarding the patient.

- **Transmission of 12-Lead EKG** - Contractor shall install necessary communications equipment in all of its ALS ambulances capable of transmitting 12 lead electrocardiograms to receiving facilities, in accordance with County specifications.
- **Automatic Vehicle Locator (AVL)** - Contractor will install and maintain AVL devices on all of its ambulances used within the Alameda County EMS system. The AVL system must be compatible and be able to be interfaced with the County Dispatch Center's computer aided dispatch system.

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

2.17.1 Dispatch computer – The dispatch computer utilized by County Dispatch Center(s) shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. The Contractor will have access to all data maintained by the CAD as necessary to analyze demand and determine deployment procedures.

2.17.2 Essential Patient Care Record (PCR) and Assignment Data –

- Contractor shall utilize an electronic patient care record system (ePCR) approved by County EMS for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transports. The PCR shall be accurately completed to include all information required in Section 100170 of the California Code of Regulations, and shall be distributed according to established County

EMS Policies and Procedures.

- Contractor shall leave a printed copy of the completed PCR, or the County approved “short version” of the PRC (see Exhibit I), at the receiving hospital prior to the crew’s departure (see Table 6 for PCR penalty information). For those PCRs not left at the receiving hospital, the remaining PCRs will be provided to receiving facility within 24 hours of patient delivery. However, the standard of care remains that the completed PCR be left at the receiving hospital prior to the crew’s departure.
- Within 24 hours, Contractor shall provide access to patient care records in computer readable format and suitable for statistical analysis for all 911 ambulance responses. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, and non-transport.
- Contractor shall identify files or PCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other data points which may be reasonably requested, including any needed modifications to support EMS system data collection.

2.17.3 **Records** - Contractor shall complete, maintain and provide to the County EMS, adequate records and documentation to demonstrate its performance compliance and aid the County in improving, modifying, and monitoring the EMS system including, but not limited to, procedures and medication administration. Electronic data collection system must be updated to reflect new policies and procedures within 90 days following notification by County.

2.17.4 **Monthly Reports Required** - Contractor shall provide, within thirty (30) days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. Contractor shall document and report to EMS Director in writing in a form required by the EMS Director. Response time compliance and customer

complaints/resolutions shall be reported monthly. Reports other than response time compliance and customer complaints/ resolutions, may be required less frequently than monthly. If a change is made to the required reports, frequency or due dates, County will notify Contractors at least two months prior to the change. Reports shall include, at a minimum:

a. Clinical:

- Continuing education compliance reports,
- Summary of clinical/service inquiries and resolutions,
- Summary of interrupted calls due to vehicle/equipment failures,
- A list of trauma transports, by city and by hospital, including all times necessary to calculate each and every response time, on-scene time, and transport to hospital time.

b. Operational:

- Calls and transports, by priority, Emergency Response Zone and sub-area.
- A list of each and every call, sorted by Emergency Response Zone where there was a failure to properly record all times necessary to determine the response time; and, for patients meeting trauma criteria, on-scene time and/or transport to hospital time.
- A list of mutual aid responses to and from system.
- Copies of any memos distributed to field personnel related to EMS clinical or system issues.
- Canceled transports.
- Exception reports and resolution.
- Penalties and exemptions.

c. Response time compliance - A list of each and every emergency call dispatched for which Contractor did not meet the response time standard, and reported by each Emergency Response Zone and sub-area.

d. **Response Time Statistical Data** - Within 10 working days following the last day of each month, Contractor and County EMS shall receive ambulance response time records from the County Dispatch Center(s) in a computer readable format approved by the EMS Director and suitable for statistical analysis for all ambulance responses originating from requests to the County's PSAP centers. These records shall include the following data elements:

- Unit identifier
- Location of call – street address
- Location of call – County or unincorporated community
- Location of call – longitude and latitude
- Location of call – ERZ and sub-area
- Nature of call (EMD Code)
- Code to scene
- Time call received
- Time call dispatched
- Time unit en route
- Time unit on-scene
- Time unit en route to hospital
- Time unit at hospital
- Time unit clear and available for next call
- Outcome (dry run, transport)
- Receiving hospital
- Code to hospital
- Major trauma
- Number of patients transported

- e. **Personnel Reports** - Contractor shall provide County with a list of all EMTs and paramedics currently employed by Contractor annually and shall update that list whenever there is a change. The personnel list shall include, at a minimum:
- Name
 - Address
 - Telephone number
 - California paramedic license number and expiration date or EMT certification number and expiration date
 - Expiration date of all required courses
 - California Driver's License number
- f. **Community/Governmental Affairs Report**
- Number of conducted community education events
 - Public relations activities
 - Employee recognition
 - Constituent and political contact report
- g. **Other Reports** - Contractor shall provide County with such other reports and records as may be reasonably required by the EMS Director.

2.18 Internal Risk Management/Loss Control Program Required - County believes that education and aggressive prevention of conditions in which accidents occur, is the best mechanism to avoid injuries to Contractor staff.

2.18.1 County requires Contractor to provide, at the onset of the Ambulance Agreement, an aggressive health, safety and loss mitigation program including, at a minimum:

- Pre-screening of potential employees (including drug testing),
- Initial and on-going driver training,
- Lifting technique training,
- Hazard reduction training,

- Review current information related to medical device FDA reportable events, recall, equipment failure, accidents;
- Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues;
- Involvement of employees in planning and executing its safety program.

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

- Gathering data on ALL incidents that occur among the Contractor's workforce.
- Analyze the data to find causative factors and determine preventive measures.
- Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.
- Gather safety information as required by law.
- Implement training and corrective action on safety related incidents, as required by law.
- Provide initial and on-going training on safe practices and interventions.
- Provide safe equipment and vehicles.

2.18.3 Monitor the results of employee compliance or non-compliance with the safety plan, as described in 2.19.1 and 2.19.2, above and refine the plan as new information becomes available.

I. COMMITMENT TO EMS SYSTEM AND COMMUNITY

1. COVERAGE AND DEDICATED AMBULANCES, USE OF STATIONS/POSTS

These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. The County neither accepts nor rejects Contractor's level of effort estimates, rather the County accepts the Contractor's

commitment to employ whatever level of effort is necessary to achieve the clinical response time and other performance results required by the terms of the Agreement as outlined in these specifications. Contractor shall therefore endeavor to deploy ambulance resources in a manner consistent with this goal.

Contractor may, at its option, develop a collaborative plan to base Contractor ambulances at fire stations, and may also include marking ambulance with the name and/or emblem of the fire jurisdiction, were appropriate. This plan is not intended to interfere with Contractor's strategic deployment system and ambulances will be permitted to relocate as needed.

2. COLLABORATION WITH FIRST RESPONDER AGENCIES

An important component of EMS systems is the medical first responder system. It is expected that the Contractor recognize the key roles performed by the first responders. The Contractor shall collaborate and communicate with the first responder agencies within their respective service areas.

For a number of years, the Alameda County Emergency Ambulance Contractor has financially supported the County's first responders. The County intends to continue this support of the first responder agencies (See Exhibit B, Section 5).

2.1 The Contractor will implement policies to facilitate Alameda County first responders in scheduling time on ambulances to fulfill training and internship requirements.

2.2 The County will rely upon the entrepreneurial and innovative methods proposed by Contractor under this procurement to enhance the first response capabilities within the County. Contractor will support the development of an integrated first response program. To further this cooperation the Contractor shall address the following:

2.2.1 Availability of Continuing Education - All Advanced Life Support (ALS) and Basic Life-Support (BLS) continuing education offered by Contractor to its employees shall be available to first responders on the same terms and conditions upon which it is made available to employees.

2.2.2 First Responder Liaison - Contractor shall designate from among its employees a single individual as its contact person/liaison for the first response agencies within the service area.

2.2.3 **EMS System Participation** - The Contractor is expected to participate in local EMS activities and meetings including those which combine multiple EMS system stakeholders.

2.2.4 **First Responder Equipment and Supplies:**

- Contractor shall establish a mechanism to exchange on a one-for-one basis non-expendable medical supplies and equipment used by fire first responder agencies in connection with patient transports, in those situations where said supplies and equipment are interchangeable.
- Contractor shall develop a supply consortium and make the buying of supplies and equipment available to first responder agencies using Contractors suppliers.

3. ELECTRONIC DATA COLLECTION SYSTEM

The County requires the use of a single, uniform electronic patient care report and data collection system for all 911 providers in the County. (See section H, 2.18 for more information on patient care record requirements.)

3.1 Proposers should describe the following components of the electronic data collection system and ePCR that includes, but not limited to

3.1.1 Ease of use

3.1.2 NEMSIS/ CEMSIS compliance

3.1.3 Ease of modifying dataset

3.1.4 Ease of use (describing Graphical User Interface and input methods)

3.1.5 Compatible equipment/ platforms

3.1.6 Integration with CAD

3.1.7 Information validation

3.1.8 Potential for integration with other information systems including, but not limited to, Fire RMS

3.1.9 Sample of what a printed or electronic copy of the PCR would look like

3.1.10 Regime for version updates

3.1.11 Available technical support

3.1.12 Potential for integration with hospital information systems

3.1.13 Back-end data querying, report writing, raw data access

3.1.14 An effective, validated process to evaluate retention of PCRs

3.2 If, in the opinion of the County, the product described in 3.1 is superior to the system currently in use, the Contractor would be expected to provide this system to all EMS responders at no cost to these agencies.

3.3 If, however, the product described is not acceptable to the County, Contractor shall work with the County to develop a system that provides the characteristics required to monitor a system as large and complex as Alameda County. Again, the product developed shall be offered as above in 3.2.

4. HEALTH STATUS IMPROVEMENT AND COMMUNITY EDUCATION

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

According to the UCSF Center for Health Professions, on a national level, the ethnic compositions of the EMT and paramedic workforce does not fully reflect the U.S. population. As of 2001, ethnic minorities made up 26% of the U.S. population, but only 15% of the EMT/Paramedic workforce. This is of some concern because EMTs are frequently involved in situations where cultural understanding is vital, particularly in urban areas. This is particularly true in Alameda County where communities of color and new immigrant populations are frequently more reliant on the EMS system.

4.1 Accordingly, Contractor shall collaborate with Alameda County EMS and the Public Health Department to develop and facilitate EMT training programs, internships and related opportunities for Alameda County residents from racial/ethnic and income groups that are underrepresented among health/emergency medical professionals.

4.2 Contractor shall annually plan and implement a definitive community education

program, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance, conducting citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness/access, and appropriate utilization of the EMS system.

4.3 Contractor shall annually undertake at least one project that shall demonstrably improve the health status in the community. Health status improvement programs targeted to "at risk populations" may include but are not limited to: seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, CPR training, 911 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety program, and home hazard inspection program.

4.3.1 The impact of the annual health status improvement project is to be statistically significant (e.g.: selecting indicators that can be used to measure the process and outcomes of an intervention strategy for health improvement, collecting and analyzing data on those indicators, and making the results available to the community to inform assessments of the effectiveness of an intervention and the contributions of participating entities.)

4.3.2 Contractor is to use its best efforts to obtain external grant funding for health status improvement projects. Steps in health improvement projects include:

- Analyzing the community's health issues
- Inventorying resources
- Developing a health improvement strategy
- Establish accountability for activities
- Monitor process and outcomes

5. SUPPORT OF LOCAL EMS TRAINING ACTIVITIES

The County EMS system is comprised of multiple individuals and agencies. The County expects the Contractor to collaborate and work with these system stakeholders in improving service, clinical care, and system performance. The most important stakeholder group includes the physicians, nurses, paramedics, EMTs and others who strive to meet the

needs of the sick and injured.

5.1 In an effort to continually bring new caregivers into the EMS system, the County expects the Contractor to offer educational opportunities for EMT students to ride and observe on the Contractor's ambulances. The County also expects the Contractor to provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in Alameda County.

5.2 Proposers shall describe how they intend to support EMS training programs within the County and how they can facilitate ride-along and internship experiences.

6. PARTICIPATION IN EMS SYSTEM DEVELOPMENT

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

7. CUSTOMER FEEDBACK SURVEYS

At least annually, Contactor will conduct a statistically significant customer feedback survey and provide results to County. At the County's option, this survey may include questions regarding fire first responder services, if applicable, in addition to Contractor services.

8. ACCREDITATION

Within eighteen months of the beginning of the Term of the Agreement, the Contractor will attain Accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization. The Contractor shall maintain its accreditation throughout the term of the Agreement.

9. DISASTER ASSISTANCE AND RESPONSE

9.1 Multi-casualty/Disaster Response - Contractor shall cooperate with County in rendering emergency assistance during a declared or an undeclared disaster, or in multi-victim response as identified in the County plans.

9.2 In the event the County declares a disaster within the County:

9.2.1 Contractor will assign a Field or Dispatch Manager/Supervisor to deploy to

the Operations Area, Emergency Operations Center - Medical Health Branch (when activated) as a liaison, working closely with the Medical Health Operational Area Coordinator (MHOAC).

9.2.2 In the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended. Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency services as required.

9.2.3 Contractor shall follow the County's disaster plan, and shall submit an Emergency Operation Plan for response and recovery in the event of a disaster to the EMS Director for review.

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

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

9.3.2 **Disaster Response Vehicle/Equipment** - Contractor shall house, maintain, manage, and staff the Emergency Medical Services Authority (EMSA) state issued Disaster Ambulance Support Unit (DASU). This includes deploying the unit when requested by the County of EMSA. This vehicle shall not be an ambulance used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to the disaster site. This vehicle may be used to carry personnel and equipment to a disaster site.

9.3.3 **Incident Notification** - Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

9.3.4 **Ambulance Strike Team** - The Contractor will insure that an Ambulance Strike Team (AST) is available to contribute to disaster requests from EMSA.

The Contractor must ensure that AST members and AST leaders have been appropriately trained by an EMSA approved trainer. Contractor is to notify EMS prior to deployment. Contractor shall be prepared to respond one Ambulance Strike Team staffed and equipped according to the California Emergency Medical Services Authority Ambulance Strike Team Guidelines when directed by County in accordance with a disaster mutual aid request.

9.3.5 **Interagency Training for Exercises/Drills** - County expects Contractor to participate in County sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

9.3.6 **At a multi-victim scene**, Contractor's personnel shall perform in accordance with appropriate County multi-victim response plan and within Incident Command System (ICS).

10. MUTUAL AID REQUIREMENTS – *(Proposers will be provided mutual aid data from the preceding three years at the Proposer's Conference)*

10.1 State or Federal mutual aid requests

Contractor shall respond to requests for mutual aid made by the State or Federal government as part of a state/federal response system, if directed to do so by the EMS Director.

10.2 In-County mutual aid requests

Contractor shall respond to mutual aid requests from other Alameda County agencies for response within County according to prior written agreements with those agencies. Contractor shall maintain and document:

10.2.1 the number and nature of internal mutual aid responses it makes into areas not part of the EOA; and,

10.2.2 the number and nature of mutual aid responses made by other agencies to calls originating within the Contractor's EOA.

10.3 Contractor shall not be held accountable for Emergency Response Time compliance for any mutual aid assignment originating outside the EOA and these calls will not be counted in the total number of calls used to determine compliance.

- 10.4** If the Contractor utilizes mutual aid support from a specific agency more than 125% of the mutual aid support that it provides the specific agency, the Contractor will pay to the County \$250 per response over the 125% threshold. The mutual aid responses will be monitored and counted on a quarterly basis and any Contractor payments due will be invoiced by the County and paid within 30 days of the invoice. Likewise, if a specific agency requests mutual aid from the Contractor and results in the Contractor providing more than 125% of the mutual aid responses received from the specific agency. The County will deduct \$250 per response over the 125% level from its first responder support payments to the specific agency. The County will pass any payments under the terms of this section on to the organization that made the disproportionately greater number of responses.
- 10.5 Stand-By Service** - Contractor shall provide, at no charge to County or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by a County Dispatch Center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Stand-by periods exceeding eight (8) hours shall be approved by the EMS Director.
- 10.6 Ambulance Service Assistance** - Contractor, to the best of its ability, shall assist in servicing any other emergency response areas where the County Agreement for that response area has been suspended or terminated if requested to do so by the EMS Director.

11. DEPLOYMENT PLANNING

The County understands that Contractor will be developing enhanced coverage and deployment plans during its term of operations. Coverage plan modifications, throughout the term of the Agreement, including any changes in post locations, priorities or hour of day coverage levels, may be made at Contractor's sole discretion, subject to EMS review and comment (See Exhibit J). Proposers will be provided overall demand-volume for the preceding three years at the Proposer's Conference

12. ENVIRONMENTALLY FRIENDLY BUSINESS PRACTICES

Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its

Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, bio-hazard and/or hazardous materials.

Some examples include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all proposers and Contractors for goods and services to adhere to these principles where practical.

These are examples of programs and practices relating to an earth-friendly environment. Proposers should describe how they would implement programs to “reuse, recycle and reduce” waste as a part of their business operations.

EXHIBIT B**REGULATORY COMPLIANCE AND FINANCIAL PROVISIONS****A. FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS**

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services and those associated with employees.

1. MEDICARE COMPLIANCE PROGRAM REQUIREMENTS

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

2. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations will be reported immediately to the County along with Contractor's actions to mitigate the effect of such violations. The three major components of HIPAA include:

2.1 Standards for Privacy and Individually Identifiable Health Information.

2.2 Health Insurance Reform: Security Standards.

2.3 Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

B. STATE AND LOCAL REGULATIONS COMPLIANCE PROVISIONS - Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with County policies, procedures and protocols. Contractor is responsible for complying with all rules and regulations

associated with providing services for recipients of and being reimbursed by state Medi-Cal and other state and federally funded programs.

C. CONTRACTOR REVENUE

The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges. The County provides reimbursement for specified patients for whom it is responsible for under the California Medical Services Program.

1. PATIENT CHARGES

Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates proposed in response to this RFP and negotiated with the County. The County has a bundled rate for allowable charges (see Exhibit G). Proposed patient charges should take into consideration the cost of providing care to indigent patients.

2. FEE ADJUSTMENTS

EMS Director will approve annual increases to patient charges based on changes in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland. Annual rate increases will be the greater of two and one-half percent (2.5%) or the increase of the (CPI) that will be capped at five percent (5%) for any given year.

In the event that changes occur within the County that substantially impact the Contractor's costs of providing services, the Contractor may request and EMS Director may approve increases or decreases in charges to patients to mitigate the financial impact of such system financial changes, subject to approval by the Alameda County Board of Supervisors (Board).

3. BILLING/COLLECTION SERVICES

Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. Contractor shall make no attempts to collect its fees at the time of service. For those patients receiving Medicare or Medi-Cal, the billing system shall electronically generate and submit Medicare and Medi-Cal claims. In addition, the billing system shall:

3.1 List all procedures and supplies employed on patient bills; however charges will

comply with the rates set and approved by the Board of Supervisors.

3.2 Be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, and other inquiries.

3.3 Billing System Professionalism and Regulatory Compliance - Contractor shall conduct all billing and collection data collection functions for the EMS system in a professional and courteous manner.

4. CONTRACTOR COMPENSATION TO THE COUNTY AND THE EMS SYSTEM

4.1 First Responder Fees - Contractor will pay to the County an annual first responder support fee of **four million six hundred thousand dollars (\$4,600,000.00)**. Payment shall be made in quarterly installments of \$1,150,000.00, upon receipt of an invoice from County. An annual increase of first responder fees will be 3% per year for the term of the Agreement.

4.2 Dispatch System Fees – Dispatch fees are projected to be one million, five hundred thousand dollars **(\$1,500,000.00)** annually See Exhibit A, Section H, 2.15 for information of dispatch services.

5. MARKET RIGHTS

Except for provision of backup services, or suspension of this Agreement, County shall not enter into agreements with any other provider for ground ambulance response to emergency ambulance requests from County PSAPs or other designated public safety dispatch center within Contractor's response area during the term of this Agreement.

6. AIR AMBULANCE AGREEMENTS

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

7. ACCOUNTING PROCEDURES

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

7.2 Audits and Inspections

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

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

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

7.2.4 Contractor may be required by County to provide County with periodic report(s) in the format approved by the EMS Director to demonstrate billing compliance with approved/specified rates.

D. ADMINISTRATIVE PROVISIONS**1. SERVICE PLAN**

The Service Plan section of the Agreement will consist of all performance standards and

any additional proposed or negotiated services and terms.

2. ANNUAL PERFORMANCE EVALUATION

The County may evaluate the performance of the ambulance Provider(s) on an annual basis. An evaluation report may be provided to the County Board of Supervisors. The report, at a minimum, should include the following in the performance evaluation:

- 2.1 Response time performance standards have been met at or above the minimum requirements in the Agreement;
- 2.2 Clinical performance standards have been met at or above the minimum requirements in the Agreement;
- 2.3 Innovative programs to improve system performance have been initiated.
- 2.4 A stable work force has been maintained and there have been documented efforts to minimize employee turnover.

3. CONTINUOUS SERVICE DELIVERY

Contractor expressly agrees that, in the event of a material breach by Contractor under the Agreement, Contractor will work with the County to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

4. MATERIAL BREACH AND PROVISIONS FOR TERMINATION OF THE AGREEMENT

County shall have the right to terminate or cancel Agreement or to pursue any appropriate legal remedy in the event Contractor Materially Breaches Agreement and fails to correct such material breach within seven (7) days following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder absent cure.

5. DEFINITIONS OF BREACH

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

- 5.1 Willful failure of Contractor to operate the ambulance service system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach but such willful and repeated breaches shall constitute a material breach;
- 5.2 Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under Agreement;
- 5.3 Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;
- 5.4 Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;
- 5.5 Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent proposal cycle;
- 5.6 Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
- 5.7 Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- 5.8 Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
- 5.9 Repeated failure of Contractor to meet response time requirements after receiving notice of non-compliance from the EMS Director;
- 5.10 Failure of Contractor to provide and maintain the required insurance and performance security bond;
- 5.11 Failure of Contractor to comply with the vehicle lease provisions; and
- 5.12 Willful and repeated material breaches of Contractor's backup provisions.

E. COUNTY'S REMEDIES

1. If conditions or circumstances, constituting a material breach exist, County shall have all rights and remedies available at law in equity under the Agreement, specifically including the right to terminate the Agreement.
2. The right to pursue Contractor for damages and the right of Emergency take-over as set forth herein.
3. All County's remedies shall be non-cumulative and shall be in addition to any other remedy available to the County.

F. PROVISIONS FOR CURING MATERIAL BREACH

1. In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such action shall constitute a material breach of the Agreement. In the event of a material breach, County shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach.
2. Contractor shall have the right to cure such material breach within seven (7) calendar days of receipt of such notice and the reason such material breach endangers the public's health and safety. However, within twenty-four (24) hours of receipt of such material breach notice, Contractor shall deliver to County, in writing, a plan of action to cure such material breach. If Contractor fails to cure such material breach within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of County) or Contractor fails to timely deliver the cure plan to the County, County may take-over Contractor's operations. Contractor shall cooperate completely and immediately with County to affect a prompt and orderly transfer of all responsibilities to County.
3. Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate take over of operations by the County. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a material breach has occurred, shall be initiated, and shall take

place only after the emergency take-over has been completed.

4. Contractor's cooperation with and full support of such emergency take-over shall not be construed as acceptance by Contractor of the findings and material breach, and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of material breach by the County was made in error.
5. For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by County, which cannot otherwise be resolved, early termination provisions which may be agreed to by the parties will supersede these specifications.

G. TERMINATION

1. WRITTEN NOTICE

Agreement may be canceled immediately by written mutual consent of the Contractor and the County.

2. FAILURE TO PERFORM

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

H. EMERGENCY TAKEOVER

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

- has occurred and that health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to affect an immediate takeover by County of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than 72 hours after Board of Supervisors' action.
2. In the event of an emergency takeover, Contractor shall deliver to County all vehicles, ambulances and equipment used in performance of Agreement. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with County ALS Policies and Procedures.
 3. Contractor shall deliver ambulances and crew stations to County in mitigation of any damages to County resulting from Contractor's breach. However, during County's takeover of the ambulances and equipment, County and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to Contractor shall be equal to the aggregate monthly amount of Contractor's debt service on vehicles and equipment as documented by Contractor at EMS Director's request, and verified by County Auditor. County Auditor shall disburse these payments directly to the Contractor's lien-holder or landlord. In the event an ambulance is unencumbered, or a crew station is owned by Contractor rather than rented, County shall pay the Contractor the rentals specified in the final Agreement.
 4. Nothing herein shall preclude County from seeking to recover from Contractor such rental and debt service payments as elements of damage from a breach. However, Contractor shall not be precluded from disputing the Board's findings or the nature and amount of County's damages, if any, through litigation. However, failure on the part of Contractor to cooperate fully with County to effect a safe/smooth takeover of operations shall itself constitute a breach of the Agreement, even if it is later determined that the original declaration of breach by the Board of Supervisors was made in error.
 5. County shall indemnify, hold harmless, and defend Contractor against any and all claims arising out of County's use, care, custody, and control of stations, equipment and vehicles, including but not limited to, equipment defects, defects in material/workmanship, and negligent use of vehicles and equipment. County shall have the right to authorize the use of vehicles and equipment by another company. Should County require a substitute Contractor to obtain insurance on equipment, or should County choose to obtain insurance on vehicles/equipment, Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

6. County agrees to return Contractor's vehicles and equipment to Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of Contractor's equipment not so returned, County shall pay Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear, or shall pay Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.
7. County may unilaterally terminate takeover period at any time, and return facilities and equipment to Contractor. The takeover period shall last, in County's judgment, no longer than is necessary to stabilize the EMS system and to protect the public health and safety by whatever means County chooses.
8. All of Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this provision of the Agreement are hereby leased to County during an emergency takeover period. Contractor shall maintain and provide to County a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ALS services hereunder shall be reported to County within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

I. TRANSITION PLANNING

1. COMPETITIVE PROPOSAL REQUIRED

The current service provider acknowledges that County intends to conduct a competitive procurement process for the provision of emergency ambulance service within its Exclusive Operating Area following termination of the current agreement. The current service provider acknowledges and agrees that County may select a different ambulance service provider to provide exclusive emergency ambulance services within the EOA specified herein following said competitive procurement process.

2. CURRENT SERVICE PROVIDER'S EMPLOYEES

The current service provider acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though Contractors may change.

Accordingly, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Proposers, and shall allow without penalty its employees to sign contingent employment agreements with competing Proposers at employees' discretion. The current service provider may prohibit its employees from assisting competing Proposers in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations.

J. "LAME DUCK" PROVISIONS

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

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

K. GENERAL PROVISIONS**1. ASSIGNMENT**

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

2. PERMITS AND LICENSES

Contractor shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its obligations under the Agreement. In addition, Contractor shall make all necessary payments for licenses and permits for the services and for issuance's of state permits for all ambulance vehicles used.

It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

3. COMPLIANCE WITH LAWS AND REGULATIONS

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

4. PRIVATE WORK

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of the Agreement or allocation of overhead. In the event Contractor does private work outside of the Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding the Agreement shall clearly identify the relation and percentage shared.

5. RETENTION OF RECORDS

Contractor shall retain all documents pertaining to the Agreement for Seven as required by Federal and State laws and regulations, and no less than (7) years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States Government.

6. PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of Alameda County or Alameda County EMS for the endorsement of any commercial products or services without the expressed written permission of the EMS Director.

7. OBSERVATION AND INSPECTIONS

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

7.2 At any time during normal business hours and as often as may be reasonably deemed necessary by the County, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to the Agreement. County may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment agreements, and other documentation for County to fulfill its oversight role.

8. OMNIBUS PROVISION

Contractor understands and agrees that for five years following the conclusion of the

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

9. SMALL BUSINESS UTILIZATION

Contractor is encouraged, and shall consider and involve, small businesses, women, and minority owned firms in its purchasing and subcontracting arrangements. The County has a comprehensive business outreach and Small Local Emerging Business program. The Contractor shall indicate in its Proposal how it intends to incorporate small and local businesses in its operational and business plans.

10. RELATIONSHIP OF THE PARTIES

Nothing in a resulting Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and Contractor.

11. RIGHTS AND REMEDIES NOT WAIVED

Contractor will be required to covenant that the provision of services to be performed by Contractor under the Agreement shall be completed without compensation from the County, except as specified in this RFP. The acceptance of work under the Agreement shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Agreement.

12. CONSENT TO JURISDICTION

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

13. END-TERM PROVISIONS

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

14. COST OF ENFORCEMENT

If County or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work contemplated herein the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the party which prevails.

15. GENERAL AGREEMENT PROVISIONS

In addition to the specific Agreement provisions listed in this document, the written Agreement will include general conditions required by County in agreements such as this.

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EXHIBIT C**INSURANCE REQUIREMENTS**

1. **EVIDENCE OF INSURANCE:** Certificates of insurance are required from a reputable insurer evidencing all coverages required for the term of any contract that may be awarded pursuant to this RFP.
2. **COUNTY NAMED AS ADDITIONAL INSURED:** The County's insurance requirements for Additional Insured reads, "All insurance required above with the exception... shall be endorsed to name as additional insured..." An endorsement is an amendment to a contract, such as an insurance policy, by which the original terms are changed. The insurance certificate (also known as the "Accord") carries a disclaimer, "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. **This certificate does not amend, extend or alter the coverage afforded by the policy below.**" Additional insureds listed in the description box are not a proper risk transfer. Any amendment or extension of the coverage such as an additional insured should be provided by a separate endorsement page or copy of the policy.
3. **INSURANCE PROVISIONS** (see table on page 93 for insurance requirements)
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 unless otherwise expressed in Contract:
 - 3.1 Contractor shall provide malpractice insurance and comprehensive liability insurance, including coverage for owned and non-owned vehicles, each with a minimum combined single limit coverage of not less than \$5,000,000.00 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each act, omission, or occurrence. Such insurance shall be endorsed to include the County of Alameda and their respective officers and employees as additional named insured as to all services performed by the Contractor under this contract.
 - 3.2 Contractor shall provide workers' compensation insurance coverage for its employees.
 - 3.3 Contractor shall provide County with a certificate(s) of insurance evidencing liability,

medical malpractice and workers' compensation insurance as required herein no later than the effective date of Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of Contract, then Contractor shall provide (a) current certificate(s) of insurance.

3.4 The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage. Said policies shall constitute primary insurance as to County, State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy or policies.

4. PROPOSAL BOND: Upon award of the contract by the Board, the successful Proposer will post a bond in the amount of one hundred thousand dollars (\$100,000), which shall be payable to County if the proposal is withdrawn prior to execution of an agreement for ambulance services.

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$5,000,000.00 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual Contractors with no transportation or hauling related activities	\$5,000,000.00 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all Contractors with employees	WC: Statutory Limits EL: \$1,000,000.00 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$5,000,000.00 per occurrence \$10,000,000.00 project aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance affected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subContractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subContractor. All coverages for subContractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> – Department/Agency issuing the contract – With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607) 	

EXHIBIT D**REFERENCES**

1. Proposers are to provide a list of three (3) current and three (3) former governmental clients on the following form. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
2. Reference information is to include:
 - 2.1 Company/Agency name
 - 2.2 Contact person (name and title), contact person is to be someone directly involved with the services
 - 2.3 Complete street address
 - 2.4 Telephone number
 - 2.5 Type of business
 - 2.6 Dates of service
3. The County may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

EXHIBIT D REFERENCES

CURRENT REFERENCES

Proposer name: _____

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

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

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

EXHIBIT D REFERENCES

FORMER REFERENCES

Proposer name: _____

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

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

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

EXHIBIT E-1

ILLUSTRATION OF THE ANATOMY OF AN EMS INCIDENT

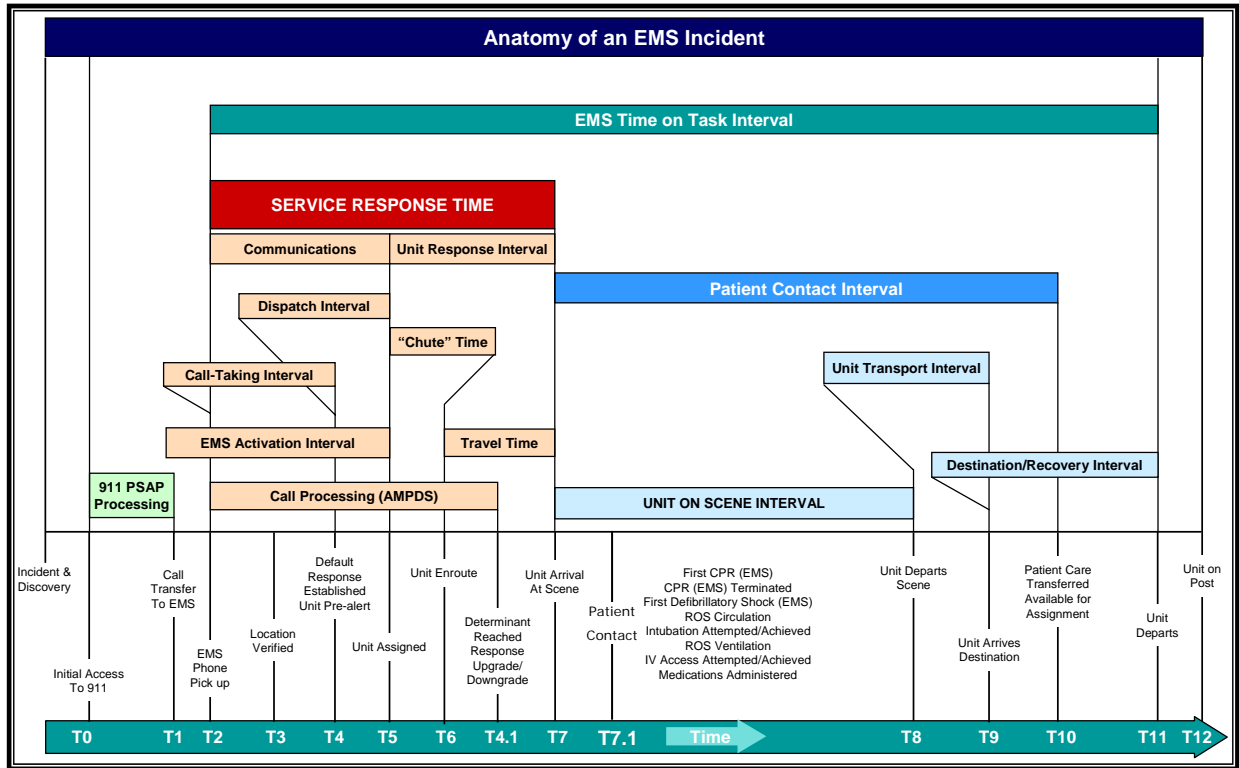
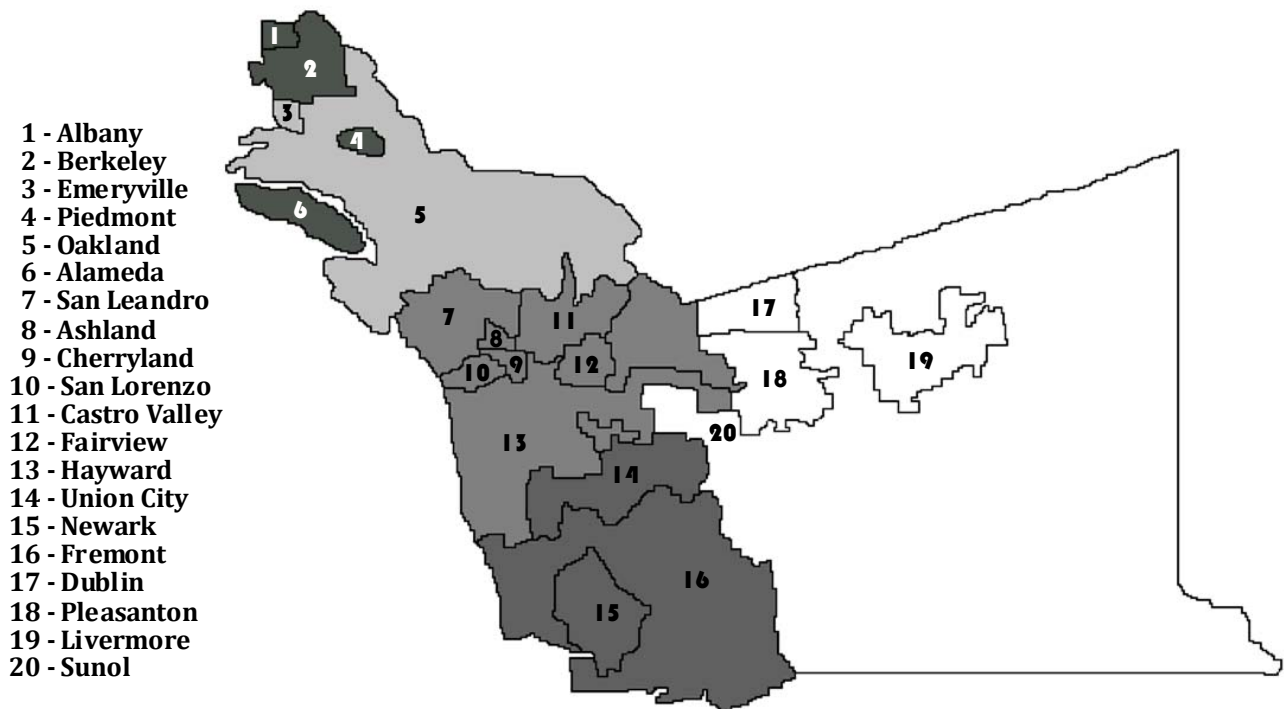


EXHIBIT E-2

MAP - EMERGENCY RESPONSE ZONES



**EXHIBIT F
FACE SHEET**

*****THIS FORM MUST APPEAR AS THE FIRST PAGE OF THE PROPOSAL*****

This is a proposal to contract with Alameda County to provide emergency medical ground ambulance services to persons requesting said service through the County or a County Dispatch Center(s).

Name of Proposer: _____

Db: _____

Type Of Organization: Corporation LLC Partnership Other _____

Date Founded Or Incorporated: __/__/__

Legal Address:

Phone: (____)____ - ____ **ext.:** ____ **Fax:** (____)____ - ____ *(Required For Notification)*

Federal Tax Identification Number: _____

Contact person: _____

Title: _____

Phone: (____)____ - ____ **E-Mail:** _____

Address For Mailings: *(If different from above):*

Authorized Signature: _____ **Date Submitted:** __/__/__

Print Name: _____

Title: _____

EXHIBIT G**PROPOSAL FORM: PATIENT CHARGES**

1. Patient Charges shall be submitted on this exhibit in **Table C** as is. Proposed patient charges should take into consideration the cost of providing care to indigent patients. No alterations or changes of any kind are permitted. Proposals that do not comply will be subject to rejection in total. The primary means of Contractor compensation is through fee-for-services reimbursement of patient charges.
2. The County has adopted a “bundled” rate for ambulance services with a single base rate, whereby most fees for service are included in the base rate, with the exception of oxygen, mileage, and Treat-No transport; there is no distinction between ALS and BLS base rate. The selected Contractor should be able to operate for six (6) months after contract start date without revenue.
3. **Table A** shows the current approved charges in Alameda County.

Table A - Current Approved Charges	
Bundled Base Rate	\$1,294.90
Mileage/mile	\$29.80
Oxygen	\$97.63
Treat, Non-transport rate*	\$359.70

**Treat, Non-transport rate applies to patients who receive a treatment intervention (such as 50% Dextrose) and subsequently refuse transport. Assessment (vital signs, EKG, etc.) does not constitute treatment interventions*

4. **Table B** shows the current service provider’s experience over the past 3 years. We are providing this information to enable Proposers to make revenue projections, which will assist them in determining the appropriate patient charges

Table B – 2006-2008 Data					
Year	Total # of Trips	Total Mileage	Average Trip Miles	# of trips with oxygen	% of trips with oxygen
2006	84,143	489,514	5.82	44,025	52.32%
2007	86,031	494,428	5.75	49,434	57.46%
2008	87,389	493,608	5.65	53,759	61.52%
Grand Total	257,563	1,477,550	5.74	147,218	57.16%

- 5. The patient charges quoted in **Table C** shall include all taxes and all fees charged to patients or third party payers. Proposals should reflect a bundled rate structure and no other charges for supplies, equipment, or procedures, or other services will be accepted. Contractor shall comply with fee schedule and rates proposed in response to this RFP and negotiated with the County.

Table C - Proposed Charges	
Complete the proposed charge for each item listed below. No other patient charges will be considered.	
Bundled Base Rate	\$ _____.
Mileage/mile	\$ _____.
Oxygen	\$ _____.
Treat, Non-transport rate*	\$ _____.

**Treat, Non-transport rate applies to patients who receive a treatment intervention (such as 50% Dextrose) and subsequently refuse transport. Assessment (vital signs, EKG, etc.) does not constitute treatment interventions*

PROPOSER AGREES THAT THE PRICES QUOTED ARE THE MAXIMUM THAT WILL CHARGE DURING THE TERM OF ANY CONTRACT AWARDED, WITH THE EXCEPTION OF FEE INCREASES BASED ON THE CONSUMER PRICE INDEX.

FIRM: _____

SIGNATURE: _____ DATE: ___ / ___ / ___

PRINTED NAME: _____

TITLE: _____

EXHIBIT H REQUEST FOR EXCEPTIONS

List below requests for exceptions, if any, to the RFP and its exhibits; and submit this form with your proposal. The County is under no obligation to accept any exceptions and such exceptions may be a basis for proposal disqualification.

Item No.	Reference To:		Description
	Page #	Paragraph #	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Proposer Name: _____ Proposer Signature: _____ Date: ___ / ___ / ___			

EXHIBIT I**MINIMUM REQUIREMENTS****“SHORT VERSION” PATIENT CARE RECORD**

1. For each patient transported, a complete, printed Patient Care Record (PCR) is to be left at the receiving hospital prior to the departure of the ambulance crew. Availability of an electronic copy of the PCR at the hospital shall not substitute for leaving a printed copy.
2. In the event that the crew is unable to fully complete the PCR, the following minimum information “Short Version” shall be regarded as fulfilling this requirement. However, a fully completed PCR must be delivered within 24 hours of the “at hospital” time.

Location of incident

Patient name

Residence

Age

Weight

General assessment

Past medical history

History of present illness/ injury

Mechanism of injury

Medications

Allergies

Physical assessment

Vital signs (BP, Pulse, Respirations, Skin signs, SpO₂)

Treatment administered

Response to treatment

Narrative

Common # for tracking both sections of PCR [sic]

Continuation form # if applicable

Signature/ initial of person receiving patient care record

Signature/ name of person completing patient care record

GCS score

Approximate time of patient contact

EXHIBIT J**ADDITIONAL REQUIREMENTS****1. FINANCIAL REQUIREMENTS:** Responses are to include:

- 1.1** Externally audited financial statements for the past three (3) years. Proposers' audited financial statements must be satisfactory, as deemed solely by County, to be considered for contract award.
- 1.2** Contractor shall provide annually an externally audited financial statement for the entire term of the contract by the end of the 1st quarter (October 1st), following the end of the County fiscal year.
- 1.3** Estimated amount of start-up capital required to finance administration and ambulance operations for the first 90 days of the contract. Include the source of this capital and, if any part of it will be borrowed, include verification from a financial institution that your organization is pre-qualified to borrow sufficient funds. Contractor should be able to operate for six (6) months after contract start date without revenue.

2. KEY PERSONNEL - Qualifications and Experience

Proposals shall include a complete list of and resumes for all Key Personnel associated with the RFP. Provide no more than two pages of information for each person. Include all Key Personnel specified in Exhibit A – Scope of Work, Section E -2 who will provide services/training to Contractor's employees and all Key Personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:

- 2.1** Relationship with Proposer, including job title and years of employment with Proposer
- 2.2** Role that the person will play in connection with the RFP
- 2.3** Address, telephone, fax numbers, and e-mail address
- 2.4** Educational background
- 2.5** Relevant experience
- 2.6** Relevant awards, certificates or other achievements

3. IMPLEMENTATION PLAN AND SCHEDULE

The proposal shall include an implementation plan and schedule, including a description of strategic deployment methodology. The plan for implementing the proposed services shall

include periodic progress reports to the County EMS Director, as well as inspection of facilities and equipment by County EMS representatives. In addition, the plan shall include a detailed schedule indicating how Proposer will ensure adherence to the timetables set forth herein for the initiation of services.

4. STATEMENT OF COMPLIANCE

The proposal must include a statement that the Proposer is willing and able to comply with all terms and conditions described in Exhibit B, "Regulatory Compliance and Financial Provisions." Any exceptions or limitations must be listed in Exhibit H and also referenced in the response to this section.

5. INDEMNIFICATION

5.1 Contractor (as indemnitor) will be required to indemnify, save and hold County, its officers and employees, agents, successors and assigns (as indemnitee) harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to acts and omissions of Contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on County by reasons of Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against the County arising solely of County's own negligence or intentional misconduct. For purposes of this section, the term County shall include the County, officers, its employees and consultants.

5.2 County (as indemnitor) will be required to indemnify, save and hold Contractor, its officers and employees, agents, successors and assigns (as indemnitee) harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to acts and omissions of Contractor in its performance under the Agreement, whether direct

or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on Contractor by reasons of County's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against Contractor arising solely of Contractor's own negligence or intentional misconduct. For purposes of this section, the term Contractor shall include Contractor, officers, its employees and consultants.

5.3 The following provisions shall control the indemnity provided hereunder:

5.3.1 Indemnity defense. Indemnitor, at its cost and expense, shall fully and diligently defend indemnitee against any claims brought, investigations undertaken or actions filed which concern claims for which Indemnitee is indemnified.

Indemnitor may employ qualified attorneys of its own selection to appear and defend the claim or action on behalf of Indemnitee upon Indemnitee approval. Indemnitor, acting in good faith and in the best interest of Indemnitee, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Indemnitee so long as such compromise or settlement does not impose a liability on Indemnitee not fully covered and satisfied by the indemnity provided by this section or, in Indemnitee's judgment, subject to any material adverse order, judgment, or decree which impairs its image or ability to operate its business as previously conducted. Otherwise, Indemnitee reserves the exclusive right to reject any such compromise or settlement and prosecute the claim, compromise or settlement. Indemnitor shall inform Indemnitee, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of Indemnitee and its legal counsel.

5.3.2 Reimbursement for expenses. Indemnitor shall reimburse Indemnitee for any and all necessary expenses, attorney's fees, interest, penalties, expert fees, or costs incurred in the enforcement of any part of the Agreement thirty (30) days after receiving notice that Indemnitee has incurred them.

5.3.3 Cooperation of parties and notice of claim. Contractor and County shall

provide the other prompt written notice of any such audit or review of any actual or threatened claim, or any statement of fact coming to that party's attention which is likely to lead to a claim covered by the indemnity. Each party agrees to cooperate in good faith with the other and respond to any such audit or review and defending any such claim.

EXHIBIT K

DEBARMENT AND SUSPENSION CERTIFICATION

The Proposer, under penalty of perjury, certifies that, except as noted below, Proposer, its principal, and any named subcontractor:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

Exceptions will not necessary result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Proposer Name: _____

Proposer Signature: _____

Title: _____

Date: ___/___/___

EXHIBIT L

FIRST SOURCE AGREEMENT

Contractor agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Contractor has available during the life of the contract before advertising to the general public. Contractor will also provide the County with specific job requirements for new or vacant positions. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Contractor.

Alameda County (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on Contractor specifications, to Contractor for interviews for prospective employment by Contractor (see Incentives for Contractor Participation under Contractor/First Source Program located on the [Small Local Emerging Business](#) (SLEB) Website.

If compliance with the First Source Program will interfere with Contractor’s pre-existing labor agreements, recruiting practices, or will otherwise obstruct Contractor’s ability to carry out the terms of the contract, Contractor will provide to the County a written justification of non-compliance in the space provided below.

Company Name: _____

Contractors Signature: _____

Title: _____

Date: ___/___/___

(East Bay Works / One-Stop Representative Signature)

Date: ___/___/___

Justification of Non-Compliance:

EXHIBIT M

INVESTIGATIVE AUTHORIZATION – INDIVIDUAL

The undersigned, being _____ (title) for _____ (entity), which is a prospective Contractor to provide Emergency Ambulance Transport Services to Alameda County recognizes that public health and safety requires assurance of safe, reliable and cost efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by the Alameda County EMS Agency or its agents, such as, but not limited to, the character, reputation, competence of the entity’s owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability and general background, and specifically agrees that the EMS Agency, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date: ___/___/___

Individual Name

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

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

Notary Public

Notary Public Seal

Commission Expiration Date: ___/___/___

EXHIBIT N**INVESTIGATIVE AUTHORIZATION – ENTITY**

The undersigned entity, a prospective Contractor to provide Emergency Ambulance Transport Services for Alameda County recognizes that public health and safety requires assurance of safe, reliable and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by the Alameda County EMS Agency, or its agents. The entity specifically agrees that the Alameda County EMS Agency or its agents may conduct an investigation for the purpose into, but not limited to the following matters;

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership or key personnel which might reasonably be expected to influence the Alameda County EMS Agency's selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, pricing practices, billings and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

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

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

Entity Name: _____

Authorized Representative (Signature): _____

Authorized Representative (Printed): _____

Title: _____

Date: ___/___/___

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity. In WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year last above written.

Notary Public

Notary Public Seal

Commission Expiration Date: ___/___/___

EXHIBIT O

BUDGET COMPLIANCE FORM

*****THIS FORM MUST BE COMPLETED FOR THE FIRST THREE YEARS OF OPERATION AND BE INCLUDED IN THE PROPOSAL*****

PROPOSED ANNUAL OPERATING BUDGET

Year: _____

ANNUAL REVENUES

Patient Charges

Private payments	\$ _____
Medi-Cal	\$ _____
Medicare	\$ _____
Other third party payments	\$ _____
Subtotal	\$ _____

Other, Specify:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Revenue

\$ _____

NET INCOME

\$ _____

BASIS FOR PATIENT 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%	\$	\$

ANNUAL EXPENSES

Personnel

Paramedics

Wages \$ _____

Benefits \$ _____

EMT-I's

Wages \$ _____

Benefits \$ _____

Other Personnel

Wages \$ _____

Benefits \$ _____

Subtotal \$ _____

Vehicles

Gasoline, oil, tires \$ _____

Repair and maintenance \$ _____

Depreciation \$ _____

Subtotal \$ _____

Medical Equipment/Supplies

Supplies \$ _____

Equipment lease/depreciation \$ _____

Maintenance & Repair \$ _____

Subtotal \$ _____

Other

Rents and leases \$ _____

Insurance \$ _____

Utilities and telephone \$ _____

Office supplies & postage \$ _____

Professional Services \$ _____

Taxes \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Subtotal \$ _____

TOTAL EXPENSES \$ _____

EXHIBIT P

PROPOSAL CHECKLIST/MANDATORY TABLE OF CONTENTS

Section and subsection references have been provided to make finding the required information efficient.

BINDER #1 - NARRATIVE

Page #

Executive Summary (optional).....

Required Forms:

- Face Sheet *(Exhibit F)*
- Completed Proposal Checklist *(Exhibit P)*
- Proposal Form: Proposed Patient Charges *(Exhibit G)*.....
- Evidence of Insurance *(Exhibit C)*
- Debarment and Suspension Certification *(Exhibit K)*.....
- Exceptions, Clarifications, Amendments *(Exhibit H)*
- References *(Exhibit D)*.....
- Additional Requirements *(Exhibit J)*
- First Source Agreement *(Exhibit L)*
- Investigation Release Form - Individual *(Exhibit M)*.....
- Investigation Release Form - Entity *(Exhibit N)*.....
- Budget Compliance Form *(Exhibit O)*

Credentials and Qualifications: *(See General Information Section)*

- Experience *(See 4.1)*.....
- Demonstrated ability to meet response time standards *(See 4.2)*
- Financial stability *(See 4.3)*.....
- Outstanding/Pending Litigation *(See 4.4)*.....
- Current contracts in Good Standing *(See 4.5)*.....

Clinical Quality Improvement:

See Exhibit A – Scope of Work for the required contents of each of the following:

- Quality Management *(See Section D[1])*
- Quality Processes and Practices *(See Section D[2])*.....
 - Leadership.....
 - Strategic Planning.....
 - Customer Focus.....
 - Customer Service Hotline.....

- Measurement, Analysis, and Knowledge Management
- Process Management.....
- Results.....
- Commitment to Employees *(See Section E)*.....
- Workforce Engagement.....
- Dedicated Personnel.....
- Key Personnel
- Continuing Education Program.....
- Clinical and Operational Benchmarking
- Minimum Clinical Levels and Staffing Requirements *(See Section F)*.....
- Ambulance Staffing Requirements
- Work Schedules and Human Resource issues
- Personnel Licensure/Certification/Training Requirements.....
- Personnel Training.....
- Character Competence and Professionalism of Personnel
- Internal Health and Safety Programs
- Evolving OSHA and Other Regulatory Requirements
- Treatment of Incumbent Workforce (if applicable).....
- Transport Requirement and Limitations *(See Section G)*
- Destinations.....
- Prohibitions Against Influencing Destination Decisions.....
- Operations Management Provisions *(See Section H)*.....
- Services Description
- Response Time Performance/Reliability/
Measurement Methods
- Commitment to EMS System and Community *(See Section I)*
- Coverage/Dedicated Ambulances/Use of Stations, Posts
- Collaboration with First Responder Agencies
- Electronic Data Collection System
- Health Status Improvement/Community Education.....
- Support of Local EMS Training Activities
- Participation in EMS System Development
- Customer Feedback Surveys
- Accreditation.....

- Disaster Assistance and Response.....
- Mutual Aid Requirements.....
- Deployment Planning.....
- Environmentally Friendly Business Practices.....

Regulatory Compliance and Financial Provisions:

See **Exhibit B** for the required contents of each of the following. If no specific requirement is stated, provide a statement that the Proposer will comply with the requirement.

- Federal Healthcare Program Compliance Provisions (See Section A).....
 - Medicare Compliance Program Requirements
 - HIPAA Compliance Program Requirements.....
- State and Local Regulations Compliance Provisions (See Section B)
- Contractor Revenue (See Section C).....
 - Patient Charges
 - Fee Adjustments
 - Billing/Collection Services.....
 - Contractor Compensation to the County and the System.....
 - Market Rights.....
 - Air Ambulance Agreements.....
 - Accounting Procedures.....
- Administrative Provisions (See Section D).....
 - Service Plan.....
 - Annual Performance Evaluation.....
 - Continuous Service Delivery
 - Material Breach and Provisions for Termination of the Agreement.....
 - Definition of Breach
- County Remedies (See Section E)
- Provisions for Curing Material Breach/Emergency Takeover (See Section F)
- Termination (See Section G)
- Written Notice
- Failure to Perform.....
- Emergency Takeover (See Section H).....

- Transition Planning *(See Section I)*
- Competitive Proposal Required.....
- Future Proposal Cycles
- "Lame Duck" Provisions *(See Section J)*.....
- General Provisions *(See Section K)*.....
 - Assignment
 - Permits and Licenses.....
 - Compliance with Laws and Regulations
 - Private Work
 - Retention of Records
 - Product Endorsement/Advertising.....
 - Observation and Inspection.....
 - Omnibus Provisions
 - Small Business Utilization
 - Relationship of the Parties.....
 - Rights And Remedies Not Waived
 - Consent To Jurisdiction
 - End-Term Provisions.....
 - Cost Of Enforcement.....
 - General Agreement Provisions.....

BINDER #2 - ATTACHMENTS

Page #

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