

ORANGE COUNTY FIRE AUTHORITY
1 Fire Authority Road, Irvine CA 92602



**FIRE/EMS EMERGENCY AMBULANCE
TRANSPORTATION AND RELATED SERVICES**

PHASE 2
PROPOSAL, GRADING, RECOMMENDATION AND SELECTION

RFP # JR1494

DATE OF ISSUANCE
September 19, 2008

Revised
9-19-08

TABLE OF CONTENTS

	PAGE
SECTION I - GENERAL INFORMATION	1
BACKGROUND	1
Orange County Fire Authority	1
Orange County EMS	1
SCOPE OF SERVICES	3
RFP PROCESS	4
NOTICE INVITING PROPOSALS	4
PUBLIC BIDDING STATUTES	4
COST OF PREPARATION	5
UNDERSTANDING PROPOSAL	5
CONTRACTOR SELECTION AND AWARD	6
SECTION II – ADMINISTRATION	7
BID PROPOSAL SUBMISSION PROCESS	7
Phase I – Prequalification	7
Phase 2 – Proposal, Grading, Recommendation and Selection	8
MANDATORY BID PROPOSAL PRE-SUBMISSION CONFERENCE	8
BID PROPOSAL SUBMISSION REQUIREMENTS	9
Bid Proposal Submission Due Date	9
Bid Proposal Submission Format	10
COMPLIANCE	10
MULTIPLE EOA SUBMISSIONS	10
PUBLIC OPENING OF BID PROPOSALS	11
Bid Proposal Opening	11
Announcement	11
Late Submission	11
BID PROPOSAL EVALUATIONS	11
Proposal Grading Panel	11
Competitive Process	12
ADMINISTRATIVE	13
Bid Proposal Deposit	13
OCFA Travel Expenses	13

Oral Presentations	13
Proprietary Information	13
Voluntary Withdrawal of Bid Proposal.....	14
Delayed or Cancellation of RFP Process.....	14
BID PROPOSAL REJECTION	15
AWARD PROTEST	16
PROPOSED SCHEDULE OF EVENTS (ESTIMATED)	17

SECTION III - GENERAL TERMS AND CONDITIONS.....	18
CONTRACT DOCUMENTS	18
CONTRACT MODIFICATION AND AMENDMENTS	18
CONTRACT ADMINISTRATION	19
CONTRACT EFFECTIVE DATE	19
CONTRACT TERM	19
Term.....	19
Termination	19
INSURANCE	20
NON-COLLUSION CERTIFICATE.....	20

SECTION IV - OPERATIONAL STANDARDS, PROCEDURES, AND PERFORMANCE

REQUIREMENTS	21
EMERGENCY RESPONSE COMMUNICATIONS SYSTEM.....	21
Compliance with Laws	21
Communications Requirements.....	21
800 MHz County-wide Coordinated Communications System	22
CAD Interface	22
System Upgrades	22
VEHICLE COMMUNICATIONS	23
800 MHz Mobile Radio.....	23
Mobile Data Computer System	23
SERVICE HOURS	25
Service	25
Field Supervisor.....	25

RESPONSE TIMES	25
General Requirements.....	25
Response Time Measurement.....	25
Definition of Geographical Areas & Response Priority Codes	25
Response Times Required	26
Call Cancellation.....	27
GENERAL PROVISIONS.....	27
Performance	27
Conflict of Interest.....	27
CAAS Accreditation	27
HIPAA Compliance Plan.....	27
INTERNAL MEDICAL QUALITY CONTROL.....	29
SECTION V – PERSONNEL	30
PERSONNEL REQUIREMENTS	30
Employee Performance	30
Field Training Officers.....	30
Training.....	30
SECTION VI - SUPPLIES, EQUIPMENT AND VEHICLES.....	31
SUPPLIES AND EQUIPMENT.....	31
Standards.....	31
Standard Inventory.....	31
Desirable, but not required, Equipment	31
Personal Safety Equipment	31
VEHICLES AND MAINTENANCE.....	32
Standards.....	32
Modular (Type III).....	32
Inspection.....	33
Maintenance	33
Restraint Devices.....	33
Additional Vehicle Equipment	33

SECTION VII - RATES FOR AMBULANCE SERVICE	34
BLS AND ALS SERVICE RATES	34
Maximum BLS Service Rate	34
Maximum ALS Service Rate	34
ALS Reimbursement Rate	35
Medicare Patients	35
Annual Adjustments	36
Current ALS Reimbursement Rate	36
Medical Supply Reimbursement Rate.....	36
Zero Pay Patient	36
Risk of Non-Payment	37
Medicare Patients	37
BILLING, AUDIT AND ACCESS TO RECORDS	37
Billing System	37
Accounting	38
Responsibility for Submission of Claims	38
CONTRACTOR MONTHLY PAYMENTS.....	38
Monthly Payments to OCFA	38
Zero Pay Patient Exemption Requests	39

<u>SECTION VIII - BID PROPOSAL SUBMISSION FORMAT</u>	40
Title Page	41
Binder Tab #1 Cover Letter	42
Binder Tab #2 Bid Deposit.....	43
Binder Tab #3 Table of Contents.....	44
Binder Tab #4 Notification of Provider Prequalification	45
Binder Tab #5 Emergency Response and Vehicle Communication System.....	46
Binder Tab #6 Service Rates.....	48
Binder Tab #7 On-Board Equipment and Supplies	49
Binder Tab #8 Vehicle and Equipment Maintenance Program.....	50
Binder Tab #9 Personnel and Training.....	51
Binder Tab #10 Driver Training	53
Binder Tab #11 Internal Medical Quality Control.....	54

Binder Tab #12	Billing and Collection Practices	55
Binder Tab #13	HIPAA Compliance Plan	56
Binder Tab #14	Corporate Compliance Plan	57
Binder Tab #15	Compliance with Monthly Payments	58
Binder Tab #16	911 Fire/EMS Resume.....	59
Binder Tab #17	Conflict of Interest Certification	60
Binder Tab #18	Statement of Truth	61
Binder Tab #19	Non-Collusion Certificate	62
Binder Tab #20	CAAS Certification	63
Binder Tab #21	Overall Operational System and Program Design	64
Binder Tab #22	Ambulances Proposed for Each EOA.....	66
Binder Tab #23	Response Time Requirements.....	68
Binder Tab #24	Mutual Aid Provider.....	69
Binder Tab #25	Plan for Takeover of Service/Start-up	70
Binder Tab #26	Letters of Reference	71
Binder Tab #27	Photographs (optional).....	72

SECTION IX –APPENDICES	73
A TITLE PAGE	74
B TABLE OF CONTENTS.....	75
C SELECTION AND CONTRACTING AUTHORITY.....	76
D ESTIMATED TRANSPORT VOLUMES BY EXCLUSIVE OPERATING AREA	77
E EXCLUSIVE OPERATING AREAS AND CORRESPONDING MAP.....	78
F PROPOSED (DRAFT) MODEL EXCLUSIVE OPERATING AREA AGREEMENT.....	79
G SAMPLE QUARTERLY RESPONSE TIME REPORT	80

SECTION I - GENERAL INFORMATION

BACKGROUND

Orange County Fire Authority

The Orange County Fire Authority ("OCFA") is a governmental entity providing fire and life safety services to over one million residents within the County of Orange, California. OCFA is a Joint Powers Agency ("JPA") organized pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the California Government Code. OCFA consists of 22 member cities and the County of Orange. Each OCFA JPA member agency individually has the statutory ability to provide fire suppression, protection, prevention and related and incidental services, including emergency ambulance response services, within their respective jurisdictions.

By entering into a Joint Powers Agreement, each JPA member agency vested OCFA with the power to exercise each member agency's legal ability to provide fire suppression, protection, prevention and related and incidental services, including emergency medical and transportation services, and other fire related services authorized by law within their respective jurisdictional boundaries. Each OCFA JPA member agency has elected to jointly exercise their powers to provide for such services through the formation of OCFA.

Orange County EMS

The Legislature has enacted the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (EMS Act), which creates a comprehensive statutory system governing virtually every aspect of prehospital emergency medical services. The purpose of enacting the EMS Act was to achieve state-wide coordination and integration of prehospital emergency medical services.

The EMS Act accomplishes this integration through what is essentially a two-tiered system of regulation. At the state level, the Emergency Medical Services Authority (EMS Authority) performs a number of different functions relating to the coordination of EMS throughout the

state. The second tier of governance under the EMS Act is occupied by counties and their local EMS agency (LEMSA). The EMS Act authorizes each county's LEMSA to develop an emergency services program. Each county developing such a program is required to designate the county health department as the local EMS agency. In Orange County, this function is performed by Orange County EMS, a division of the County Health Care Agency (OCEMS). All Orange County providers of prehospital emergency medical services are required to operate within the local EMS system developed by OCEMS.

The Orange County Board of Supervisors designated OCEMS as the LEMSA for purposes of administering the local EMS Plan within the County. The County allows cities to administer their EMS/ambulance programs in coordination and cooperation with the local EMS Plan and OCEMS. In 1985, the County of Orange adopted County model ambulance ordinance no. 3517, which is a mechanism for licensure of emergency medical transport services and for establishing transport service areas. The County adopted Ordinance No. 3517 ("model Ambulance Ordinance") with the intention that it serve as a model city ambulance ordinance for adoption by cities within Orange County. Under this approach, the County's EMS Plan allows cities to provide ambulance transport services in accordance with the model Ambulance Ordinance. OCFA administers the ambulance programs on behalf of its member agencies.

Health and Safety Code §1797.224 authorizes OCEMS to create exclusive operating areas in the development of its local EMS Plan. The creation of exclusive operating areas is authorized by state law, provided a competitive process is utilized to select providers of the services pursuant to the local EMS Plan. Through input and recommendation by the OCFA EMS Section, exclusive ambulance service areas have been approved and created by OCEMS for all OCFA jurisdictional areas. Only to the extent that OCEMS designates an exclusive operating area and consents to the current Ambulance Ordinance structure may such services be provided by cities. In short, OCFA and/or its member agencies award ambulance service contracts by acting under the authority of OCEMS and its state approved EMS Plan.

Unincorporated service areas are subject to annexation or incorporation at any time as determined by the Orange County Local Agency Formation Commission ("LAFCO"). Exclusive operating areas may be changed, adjusted, or redrawn by OCEMS at any time during the contract period. OCFA has no control over such unanticipated service area and/or jurisdictional

changes. Any contract awarded pursuant to this RFP that is affected by a service area or jurisdictional change is subject to review and approval by the new governing authority, if any.

For reference, the Orange County Fire Authority will hereinafter be referred to as "OCFA." Interested ambulance service operators will be referred to as "Providers." Companies responding to this RFP will be referred to as "Bidders," and ambulance service operators selected to provide services within exclusive operating areas pursuant to this RFP will be referred to as "Contractors." "City" will refer to an OCFA member city only. "County" will refer to the County of Orange.

SCOPE OF SERVICES

OCFA is soliciting proposals from pre-qualified ambulance service operators for emergency ambulance transportation and related services on behalf of ten (10) OCFA member agencies ("Biddable EOAs"), identified in Section IX, Appendix E, for the award of exclusive operating contracts in accordance with the specifications set forth in this Request for Proposal ("RFP").

OCFA, in cooperation with selected ambulance service providers, will provide on-scene Advanced Life Support ("ALS") services, and selected ambulance service providers will provide Basic Life Support ("BLS") services and transport patients to medical facilities, when required. Ambulance service operators will also provide emergency transportation for patients requiring ALS; however, ALS patient care will be provided by OCFA paramedics who will accompany the patient/s to the hospital. Based on the specifications, delivery criteria, and competitive process set forth in this RFP, exclusive operating area ("EOA") contracts will be awarded to successful Bidders for each of the exclusive operating areas identified in Section IX, Appendix E. Each EOA is assigned a number based on a geographical area.

The current EOA contracts for emergency medical transportation and related services within the Biddable EOAs are set to expire on August 31, 2009. OCFA is requesting proposals from pre-qualified providers only for the provision of emergency medical transportation and related services commencing September 1, 2009. The contracts awarded under this RFP are for a five (5) year term ending on August 31, 2014.

RFP PROCESS

The 2008 Fire/EMS Emergency Ambulance Transportation and Related Services RFP process encompasses two separate and distinct components. The first is Phase 1 – the Prequalification Phase. Interested ambulance providers must satisfy all of the minimum prequalification criteria and requirements to be eligible to submit a proposal under this competitive bid process. Those ambulance providers not satisfying all of the minimum prequalification criteria and requirements are not eligible to continue in the RFP and selection process. The second component is Phase 2 – the Proposal Grading, Recommendation, and Selection Phase. Both components are discussed further in Section II.

NOTICE INVITING PROPOSALS

Notice of this RFP has been published in multiple media outlets and has been advertised with the Ambulance Association of Orange County (AAOC), the Los Angeles County Ambulance Association, the San Diego Ambulance Association (AAA), and the California Ambulance Association (CAA). Notice of this RFP and prequalification application materials were issued May 27, 2008. The prequalification application submission period closed on June 26, 2008. Notices announcing eligibility to participate in Phase 2 of this RFP were sent to all approved, pre-qualified ambulance service operators on August 22, 2008. Copies of the RFP will be made available to the pre-qualified providers on or after September 19, 2008. Copies will also be available to the public on or after this date by calling the Clerk of the Authority at (714) 573-6041.

PUBLIC BIDDING STATUTES

The award of exclusive operating area contracts for ambulance services under this RFP is not subject to public bidding statutes, although the rates charged for services to be provided will be a factor in the consideration for the award of contracts. At the sole discretion of OCFA, OCFA reserves the right to reject any or all prequalification applications and RFP bids, in whole or in part, and is not bound to accept the lowest bid (or the bid prices for services). OCFA reserves the right to waive qualification application and RFP bid irregularities. A prequalification

application or RFP bid may be rejected by OCFA if it is in any way incomplete or irregular or if it contains material misrepresentations of fact or omits material information required.

COST OF PREPARATION

Bidders assume all costs associated with the preparation of their bid proposals and any oral presentations that may be necessary or required throughout the procurement process.

UNDERSTANDING PROPOSAL

It is the responsibility of each Provider to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Provider does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Bidders. OCFA will not be bound by any oral responses to inquiries. By submitting bid proposals, Bidders agree and assure that the RFP and contract terms and conditions are adequate and acceptable, and each Bidder accepts the terms and conditions of the Contract Documents (as defined in Section III), and indicate their ability and willingness to perform the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Documents should be clearly noted in each Bidder's proposal. Please direct all questions regarding the procurement process, in writing, to:

James Ruane, Finance Manager
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602
jimruane@ocfa.org

CONTRACTOR SELECTION AND AWARD

The award of EOA contracts under this RFP will be made by either the OCFA Board of Directors or by individual OCFA member cities that retain provider selection and contracting authority. The contract awards are final and may not be appealed and are not subject to the protest provisions of state public bidding statutes. OCFA and its member cities may, however, reconsider any award upon a finding of good cause at their sole discretion. Selection and contracting authority information, along with estimated transport volumes per EOA, are included in Section IX, Appendices C and D respectively. All Bidders will be notified in writing at the conclusion of the procurement process as to the results of the bid proposal evaluation process and the final award recommendations. Bidders will receive mailed award/non-award notification, which will include the name of the Bidders awarded EOA contracts.

SECTION II - ADMINISTRATION

BID PROPOSAL SUBMISSION PROCESS

The Orange County Fire Authority is committed to providing and maintaining the highest levels of emergency response service as possible to the public on behalf of its member agencies. The provision of emergency ambulance transportation and related services within the Biddable EOAs is a critical part of OCFA's continuing efforts to achieve this objective. The 2008 Fire/EMS Emergency Ambulance Transportation and Related Services RFP process encompasses the following two components:

Phase I – Prequalification

The purpose of Phase 1 was to insure that only qualified and experienced providers meeting the minimum standards performance criteria were offered the opportunity to participate in Phase 2 of the RFP process. In this phase the Provider's qualifications were reviewed to determine whether or not the Provider met or exceeded minimum qualifications or did not meet minimum qualifications.

On May 27, 2008, OCFA issued the Phase 1 Prequalification application materials to all interested ambulance service operators. Providers not satisfying all of the minimum prequalification criteria and requirements are not eligible to continue in the procurement process and will not be eligible for the award of an EOA contract. Pursuant to the Phase 1 Prequalification application materials, all Providers that intended to submit bid proposals and compete in the procurement process must have submitted complete prequalification applications no later than 10:00 a.m. local time, June 26, 2008, and received prequalification notification from OCFA in order to be considered for the award of an EOA contract.

All Providers that submitted prequalification applications were contacted by OCFA and notified in writing as to whether their prequalification applications satisfied the minimum criteria and requirements and whether the Provider was approved to participate in Phase 2 of the procurement process.

Phase 2 – Proposal, Grading, Recommendation and Selection

In Phase 2, proposals are reviewed, evaluated and ranked by the Proposal Grading Panel to determine the best overall proposal for each of the respective EOAs included in this competitive bid process. A recommendation for the awarding of EOAs is made to the OCFA Board of Directors and/or respective cities retaining contracting authority. The OCFA Board of Directors and/or respective cities retaining contracting authority are responsible for the final selection and awarding of EOA contracts.

Those Providers who have received written confirmation from OCFA that they have met the minimum requirements to participate in Phase 2 of the RFP process may prepare and submit a bid proposal(s), pursuant to the requirements, format, and specifications set forth in this RFP.

MANDATORY BID PROPOSAL PRE-SUBMISSION CONFERENCE

A bid proposal pre-submission conference will be conducted on October 21, 2008. Attendance at the bid proposal pre-submission conference is **mandatory** for all pre-qualified ambulance service operators who wish to submit a bid proposal and compete in Phase 2 of the RFP process. The conference will be held at the Orange County Fire Authority, located at 1 Fire Authority Road, Irvine, California 92602. Reservations are required and can be made by calling OCFA EMS Chief Jim Bailey (714) 573-6070.

The purpose of the conference is for OCFA EMS staff:

- To respond to questions previously submitted in writing.
- To explain the rationale behind any of the RFP requirements.
- To review the overall goals and expectations of OCFA regarding the RFP.

All written inquiries submitted by Providers and the answers given by OCFA staff during the bid proposal pre-submission conference will be posted at www.ocfa.org at the conclusion of the conference; copies will also be made available by the OCFA/EMS Section upon request. Providers who do not attend the bid proposal pre-submission conference, or who do not make arrangements to send a representative to attend the conference, will not be eligible to continue

in Phase 2 of the RFP process. Questions submitted after the Provider Conference will not be answered, though OCFA shall reserve the right to answer post-Provider Conference questions should it determine, in its sole discretion, that such information is necessary to ensure an effective and fair RFP process. In such an event, both the question and answer will be put in writing and mailed to all proposers.

BID PROPOSAL SUBMISSION REQUIREMENTS

Bid Proposal Submission Due Date

In order to compete in the RFP process, a signed original bid proposal plus nine (9) copies of the proposal must be submitted by pre-qualified ambulance service operators **to the Clerk of the Authority no later than 10:00 a.m. December 11, 2008 ("Submission Due Date") for a public opening.** Bid proposals must be hand-delivered or sent via courier/messenger to:

Clerk of the Authority
Orange County Fire Authority
1 Fire Authority Road
Irvine, California 92602

Do not send bid proposals via U.S. Mail. All proposals must be sealed and submitted to OCFA in accordance with the required format and in the manner prescribed herein by the Submission Due Date.

Providers are strongly encouraged to submit their bid proposals in advance of the due date to avoid the possibility of missing the deadline due to unforeseen circumstances. Providers assume the risk of the methods of delivery chosen. OCFA assumes no responsibility for any delays whatsoever caused by any courier, delivery, or messenger service. Bid proposals must be date and time stamped by the Clerk of the Authority by the 10:00 a.m. Submission Due Date in order to be considered. Additional time will not be granted to any single Bidder; however, additional time may be granted to all Bidders when, at its sole discretion, OCFA determines that circumstances require additional submission time. **Bid proposals sent to OCFA via U.S. Mail,**

Fax, or email will NOT be accepted. No amendments, additions, deletions, or alterations to submitted bid proposals will be accepted by OCFA after the Submission Due Date. Bid proposals received after 10:00 a.m. on the Submission Due Date will be returned unopened.

Bid Proposal Submission Format

To facilitate the bid proposal review process, all bid proposals must strictly adhere to the format, table of contents, titles, page limits, and numbering for requested information items as set forth in Section VIII, Bid Proposal Submission Format.

COMPLIANCE

Bid proposals that do not strictly adhere to the format requirements and rules set forth herein may be disqualified at the sole discretion of OCFA.

All bid proposals must provide answers to all questions and provide complete responses to each and every request item and category as specified in Section VIII. Specific submission data has been provided for your convenience for each submission item. Bidders are required to supply, at a minimum, the items listed for specific submission. Bidders are permitted, within the prescribed page limits, to submit additional information that it deems helpful in the evaluation and grading process. Failure to provide answers to all questions and complete responses to all requested item categories may result in disqualification.

MULTIPLE EOA SUBMISSIONS

Unless restricted by the prequalification letter, Bidders are invited to bid on any number of EOAs. To facilitate this process, Bidders must submit a separate proposal for each EOA in a separate sub-section of Binder Tab #21. Only one Bid Proposal Deposit will be required regardless of the number of EOA proposals submitted.

PUBLIC OPENING OF BID PROPOSALS

Bid Proposal Opening. All bid proposals received prior to the submission due date will be kept unopened and secured in a locked receptacle until the public opening. The public opening will be held on December 11, 2008 at 10:00 a.m. at the Orange County Fire Authority, located at 1 Fire Authority Road, Irvine, California 92602 ("Public Opening").

Announcement. At the Public Opening, each sealed bid proposal will be opened and the following information will be publicly stated and recorded by the Clerk of the Authority:

1. Name of Bidder (Provider);
2. RFP number;
3. Submission date;
4. General description of service being procured;
5. Name of the authorized individual that signed the bid proposal; and
6. Name of the EOA and EOA number proposed for service.

Late Submission. Bid proposals received after 10:00 a.m. on the Submission Due Date will be returned unopened and **will not be considered.**

BID PROPOSAL EVALUATIONS

Proposal Grading Panel. Bid proposals will be reviewed and evaluated by a Proposal Grading Panel appointed by the OCFA EMS Battalion Chief. OCFA staff will not participate as evaluators on the Proposal Grading Panel. The Panel **may consist of the following individuals:** (1) a non-OCFA member of a fire department that is comparable to OCFA who is knowledgeable about ambulance contracting; (2) a member of the Orange County Fire Chief's Association; (3) a medical professional knowledgeable in emergency medical services; (4) a local EMS agency program manager designee, (OCEMS personnel will not participate as evaluators, but will observe the entire process to ensure a fair and competitive process); (5) a member of the California Ambulance Association who is not affiliated with any of the Bidders and (6) a representative of the city for which the EOA is part of the competitive bid process.

The Proposal Grading Panel will invite all Bidders to make an oral presentation concerning their proposal, all of which will be videotape recorded. During presentations, the Proposal Grading Panel will listen to the Bidder's presentation and may ask questions of the Bidders and/or request amplification, explanation, or further information regarding their proposal. Each Bidder will be given 30 minutes to make an oral presentation. Additional presentation time may be allotted at the sole discretion of the panel.

There will be two, equally weighted, overall sections to the evaluation of each proposal — one section will include those elements of the proposal that pertain to the overall strength and quality of the company as a whole; the other section will contain those elements of the proposal that pertain specifically to the proposal for a given EOA. The final cumulative score will reflect the results of these two sections. The methodology will be further discussed at the mandatory Bidders' Conference.

Prior to, during, or after the completion of the grading process, the Proposal Grading Panel may request a site visit. Site visits shall be coordinated by the OCFA EMS Battalion Chief and shall be conducted during the normal business hours of a Provider.

In order for bid proposals to be fairly evaluated, oral presentations and site visits may be conducted, if necessary, to answer questions and clarify information provided in the bid proposal. No rankings, scores, or points will be awarded for oral presentations or site visits.

Competitive Process. The Proposal Grading Panel will evaluate and rank each bid proposal according to established criteria. The primary competitive bid criteria for this RFP are: (1) quality of service; (2) level of service; (3) the rates charged for services to be provided; (4) experience; (5) cost, if any, to the awarding agency; and (6) whether a Bidder is responsible. The term "responsible" refers to the quality, fitness, and capacity of the Bidder to perform the proposed services satisfactorily and in accordance with the specifications and delivery criteria set forth herein.

At the conclusion of the evaluation process, the Proposal Grading Panel will make a contract award recommendation for each EOA. Recommendations will be presented to the OCFA Board of Directors, or to the member city retaining provider selection and contracting authority, for

approval. Qualified, responsible bidders that offer the highest overall level of service, and either meet or exceed the specifications and delivery criteria set forth in the Contract Documents, as determined by the Proposal Grading Panel, will be recommended for award of a contract.

The OCFA Board of Directors or member cities (that have not delegated authority to OCFA for provider selection and contracting authority) retain the right and responsibility for final selection of the Provider and awarding of the EOA contracts.

ADMINISTRATIVE

Bid Proposal Deposit. All bid proposals must include a \$2,500 deposit in the form of a cashier's check made payable to the Orange County Fire Authority ("Bid Proposal Deposit"). Bidders are only required to submit one deposit regardless of the number of EOAs bid. Bid Proposal Deposits will be refunded in their entirety to all Bidders that voluntarily withdraw their proposal prior to the Public Opening, and at the conclusion of the RFP Proposal Grading Panel process to all Bidders who complete the evaluation. Bid proposals that are voluntarily withdrawn after the Public Opening, rejected, or disqualified will result in 100% deposit forfeiture.

OCFA Travel Expenses. Bidders may be required to pay reasonable travel expenses for three (3) OCFA, or awarding agency, personnel and/or consultants to inspect Bidder facilities, operations, vehicles, equipment, personnel, and/or records outside of Orange County at any time during the procurement process.

Oral Presentations. Oral presentations may be requested of all Bidders at any time throughout the procurement process.

Proprietary Information. All bid proposals and documents submitted in response to this RFP shall become the property of OCFA. It is the responsibility of each Bidder to clearly identify any and all information contained in their bid proposal that it considers to be confidential and/or proprietary. To the extent that OCFA agrees with that designation, such information will be held in confidence whenever legally possible. All other information will be considered public.

However, bid proposals, and information relating to those bid proposals, will not be disclosed to the public or be subject to disclosure pursuant to the California Public Records Act (Government Code §6250 *et seq.*) during the deliberative process until such time as evaluations have been completed, final award recommendations have been made, and contracts are awarded. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by the Bidder is made, OCFA will notify the Bidder in writing of such demand and shall furnish a copy of OCFA's written response to the requestor. Bidders may then pursue, at their sole cost and expense, all appropriate legal action necessary to maintain the confidentiality of such information.

Voluntary Withdrawal of Bid Proposal. A Bidder may, upon written notice to OCFA, voluntarily withdraw their bid proposal at any time prior to the Public Opening. Withdrawal of a bid proposal will be subject to verification of the identity of the requestor and confirmed with the Bidder's authorized representative. A receipt for the return of any unopened bid proposal will be prepared by the Clerk of the Authority and signed by the Bidder's authorized representative. Bidders requesting to withdraw their bid proposal prior to the Public Opening will be entitled to a full refund of their Bid Proposal Deposit. Bidders requesting to withdraw their bid proposal after the Public Opening will forfeit their Bid Proposal Deposit and the same return procedures will be followed.

Delay or Cancellation of RFP Process. This RFP process may be delayed or cancelled at any time during the procurement process prior to the award of a contract for any EOA or for all EOAs when it is determined by OCFA, at its sole discretion that delay or cancellation is in the best interest of OCFA or any of its member agencies. This may include a determination that the number of responses to the RFP is inadequate. Should administrative difficulties delay the contract award beyond the stated deadline for contract award, the responders will be notified before that date to determine their willingness to remain a part of the competitive process even though the contract award is extended. This will avoid the need for re-advertisement.

BID PROPOSAL REJECTION

At the sole discretion of the OCFA Fire Chief, OCFA reserves the right to reject any and all bid proposals, in whole or in part, and may direct the issuance of a new RFP in the future. OCFA is not bound to accept the best ranked proposal (or the lowest proposed prices for services). By way of example, a bid proposal may be rejected by OCFA, at its sole discretion, for failure to comply with the requirements set forth in this RFP, or for other reasons determined by OCFA that create or may create a hindrance or impairment to the objective evaluation of such proposal.

1. OCFA reserves the right, at its sole discretion, to waive any and all bid proposal irregularities or informalities that OCFA deems correctible or otherwise not relevant. In the event of a bid proposal irregularity or informality, the Bidder may be required to immediately correct and/or resubmit, in whole or in part, its bid proposal.
2. A bid proposal may be rejected by OCFA, at its sole discretion, if it is in any way incomplete or irregular, or if it contains material misrepresentations of fact or omits material information required.
3. A bid proposal may be rejected or disqualified by OCFA upon substantial evidence that the Bidder has engaged in corrupt, fraudulent, and/or illegal practices involving the performance, administration, or award of a similar contract in another jurisdiction.
4. Bid proposals that take exception to the RFP specifications and/or delivery criteria, or terms and conditions of the Contract Documents, may be rejected.
5. Bid proposals that do not provide all information requested in this RFP may be rejected as non-responsive.

In the event a bid proposal is rejected, OCFA will notify the Bidder in writing explaining the specific reason(s) for the rejection.

AWARD PROTEST

The award of EOA contracts under this RFP will be made by either the OCFA Board of Directors or by individual OCFA member cities that retain provider selection and contracting authority. The contract award decisions are final, may not be appealed, and are not subject to the protest provisions of the state public bidding statutes. However, at its sole discretion, the OCFA Board of Directors, or member cities where applicable, may reconsider any contract award upon a finding of good cause prior to commencement of services.

PROPOSED SCHEDULE OF EVENTS (ESTIMATED)

Phase 1: Prequalification Process:

Issuance of Notice Inviting Proposals	May 9, 2008
Issuance of Prequalification Application:	May 27, 2008
Prequalification Application Submission Deadline:	June 26, 2008
Prequalification Notification:	August 22, 2008
Prequalification Denial - Appeal Deadline:	September 1, 2008
Appeal Panel Hearings	September 15, 2008

Phase 2: Proposal Submission, Grading and Selection of Providers Process:

Issuance of Request for Proposals:	September 19, 2008
Pre-Submission Conference Questions Deadline:	October 3, 2008
Mandatory Bid Proposal Pre-Submission Conference:	October 21, 2008
Bid Proposal Submission Due Date:	December 11, 2008
Bid Proposal Submission Public Opening:	December 11, 2008
Proposal Grading Panel Evaluation Process:	December 11, 2008 - January 31, 2009
On-site Proposal Grading Panel Evaluation Process (includes site visits/oral presentations)	January 12-16, 2009
Proposal Grading Panel- Recommendations:	February 6, 2009
Final Selection and Contract Awards	March 26, 2009
Execution of Contracts	April-May, 2009
Contract Performance Start Date:	September 1, 2009; 12:00 a.m.

SECTION III - GENERAL TERMS AND CONDITIONS

CONTRACT DOCUMENTS

The draft EOA contract (Model Agreement) contained in Section IX, Appendix F, must be agreed to and signed by all Bidders who are awarded contracts. The contract will designate the successful Bidder as the exclusive provider of emergency ambulance transportation services within a given EOA. The draft contract is, however, subject to modification prior to award. The contracts entered into by all successful Bidders shall consist of: (a) the RFP, including the Prequalification document submittal (hereinafter collectively the "RFP"), (b) the signed, original bid proposal(s) submitted ("Bid Proposal"), and (c) the executed EOA contract, which shall all be referred to collectively herein as the "Contract Documents." The RFP and the Bid Proposal(s) submitted by the successful Bidders will be incorporated and made a part of the contract. All provisions of the RFP and the Bid Proposal(s) shall be binding on the parties. Should any inconsistency or ambiguity occur or exist in the Contract Documents, the provisions of the contract, then the provisions of the RFP, then the provisions of the original bid proposal shall control.

CONTRACT MODIFICATION AND AMENDMENTS

The parties may adjust the specific terms of the Contract Documents where the modification or amendment is not a material change to the contract, as agreed upon by the parties. Any modification or amendment proposed by the Contractor must be submitted in writing to OCFA for consideration. The decision to modify or amend any term or condition of the Contract Documents shall be at the sole discretion of OCFA and/or the Awarding Agency, if applicable. Any agreed upon modification or amendment must be in writing, approved by the OCFA Fire Chief, and signed by all parties, and may be subject to approval by OCEMS and the State EMS Authority.

CONTRACT ADMINISTRATION

The OCFA Fire Chief, or his designee, shall be the authorized representative for each OCFA member agency in all matters pertaining to the RFP process. All contracts awarded pursuant to this RFP for the provision of emergency ambulance transportation and related services within the OCFA jurisdictional areas shall be administered by the OCFA Fire Chief, or his designee.

CONTRACT EFFECTIVE DATE

The effective date of the EOA contracts awarded pursuant this RFP shall be 12:00 a.m., Tuesday, September 1, 2009, ("Effective Date") at which time Contractors will assume full responsibility for the provision of emergency ambulance transportation services within their designated EOA(s). The Effective Date may be postponed at the sole discretion of the OCFA Fire Chief in order to protect public health and safety in the event a successful Bidder/Contractor is for any reason unable to commence performance at that time.

CONTRACT TERM

Term. The exclusive contracts awarded pursuant to this RFP are for a five (5) year term, commencing on September 1, 2009 at 12:00 a.m. and ending on August 31, 2014 at 11:59 p.m., with no extensions, unless there are unavoidable or unforeseeable circumstances beyond the control of OCFA that would preclude a new RFP process and contract award. In such circumstances, the contract may be extended up to one additional year.

Termination. The contracts awarded may be terminated by either party upon one hundred eighty (180) days written notice. Contractors shall provide such written notice to the City and OCFA. Should a contract be terminated at any time during the contract term, OCFA shall contact the other qualified bidders for the respective EOA and determine their interest and willingness to provide service to the EOA/s in question. Bidders must be willing to honor the terms of their original RFP proposal for that specific EOA. A new Contractor will be selected from among those original bidders. However, the operational area in question may then be considered a "non-exclusive operating area" because no new RFP was conducted following the

termination of the original Contractor. Should no Bidders from the 2008 RFP desire to contract for the EOA vacated by the original Contractor of the EOA, a new Request for Proposal will be developed for a competitive bid process.

INSURANCE

Upon execution of the contract, Contractors must provide, to the satisfaction of OCFA, certificates of insurance and endorsements evidencing the policy or policies of insurance in the types and amounts fulfilling the requirements set forth in the contract.

NON-COLLUSION CERTIFICATE

Each Bidder must execute and submit with each bid proposal the Non-Collusion Certificate in Section VIII. If there is reason to believe that collusion exists among Bidders, all bid proposals submitted will be rejected and none of the participants in such collusion will be considered in any future RFP.

SECTION IV - OPERATIONAL STANDARDS, PROCEDURES, AND PERFORMANCE REQUIREMENTS

EMERGENCY RESPONSE COMMUNICATIONS SYSTEM

Compliance with Laws. Prior to the Effective Date, Contractors must install, provide, operate, and maintain at their sole cost and expense, an ambulance dispatch center, telephone service, including ring-down line, 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch response system (hereinafter collectively referred to as "Emergency Response Communications System") according to the terms, conditions, and requirements contained in this Section. Contractors' Emergency Response Communications System must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission ("FCC") frequencies at all times during the term of the contract.

Communications Requirements. Contractors must comply with the following requirements concerning the installation, use, operation, and maintenance of their Emergency Response Communications System:

1. Prior to the Effective Date, Contractors must obtain any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the Emergency Response Communications System, which is necessary to provide emergency ambulance response services under the contract;
2. Contractors must provide documentation, as set forth in Section VIII, describing in detail their operational design for their Emergency Response Communications System and methods proposed for dispatching ambulances under the contract;
3. Emergency Response Communications System must be operated and maintained by Contractors twenty-four (24) hours per day, seven (7) days per week;

4. Contractor dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted twenty-four (24) service; and,
5. Contractor must provide and maintain, at its sole cost and expense, a dedicated point-to-point telephone ring-down line between the OCFA Emergency Communications Center and the Contractor's ambulance dispatch center.

800 MHz County-wide Coordinated Communications System. The Orange County Sheriff-Coroner Department, County of Orange, Communications Division ("OCC"), currently serves as the central coordination point for the Orange County Emergency Response Communications System. As such, OCC operates, maintains, administers, and oversees the existing 800 MHz County-wide Coordinated Communications System, which is the existing communications network that is responsible for providing emergency response system communications throughout Orange County, thereby, effectively linking emergency response calls for law enforcement, fire, public works, lifeguards, and public utilities within Orange County on a shared 800 MHz backbone County-wide Coordinated Communications System ("800 MHz C.C.C.S."). OCFA is one of many participating and subscribing agencies to the 800 MHz C.C.C.S. Contractors' Emergency Response Communications System must be fully compatible with the 800 MHz C.C.C.S.

CAD Interface. At the discretion of OCFA, Contractors must establish and maintain a Computer Aided Dispatch (CAD) interface, or other equivalent electronic data system, that is compatible with the OCFA Emergency Command Center ("ECC"). This may include, but is not limited to: hardware; software; and telecommunications lines, which shall meet OCFA specifications. Contractors assume all costs associated with the purchase, installation, implementation, operation, and maintenance of a CAD interface. Contractors will be given six (6) months to establish and assume operation of a CAD interface, if OCFA determines that such interface is required.

System Upgrades. As OCFA upgrades its emergency response communications systems with new or improved technologies, Contractors must likewise upgrade their Emergency Response Communications System with comparable and compatible technology, at their sole cost and expense.

VEHICLE COMMUNICATIONS

800 MHz Mobile Radio. Contractors must install and maintain at their sole cost and expense, an OCFA approved 800MHz mobile radio in the front passenger area (with a remote head in the rear patient area) of each ambulance that will be used for patient transport in the performance of the contract. The 800MHz mobile radios with a pre-identified radio identifier and at the discretion of the OCFA, configured to send status and message data, are to be used by Contractors' EMTs and ambulance personnel to communicate response status with OCFA dispatch and by OCFA paramedics to communicate with base and receiving hospitals during patient transport. Contractors must comply with the following 800 MHz mobile radio requirements:

1. Contractors must obtain all necessary licenses, permits, and/or approvals from OCC (and any other applicable licensing or permitting agency) to operate and maintain their 800 MHz mobile radios as required herein in conjunction with the 800 MHz C.C.C.S.;
2. Contractors must comply with all federal, state, and local laws, rules, statutes, and regulations governing the operation of 800 MHz mobile radios, including compliance with 800 MHz C.C.C.S. Standard Operating Procedures;
3. Contractors must ensure that their 800 MHz mobile radios are pre-assigned to a vehicle with a pre-identified radio identifier and are configured to send status and message data compatible with OCFA SmartNet Information Management System (SIMS), and must include an OCFA approved and issued Motorola DEKbox with 8 status/message keys to transmit unit status (e.g., en route, on scene, and available status functions); OCFA will configure the SIMS system to enable this feature on all Contractor radios enabled on the 800 MHz C.C.C.S.; and
4. All Contractor 800MHz mobile radios must meet OCFA, OCC, ECC, 800 MHz C.C.C.S., and OCEMS specifications and requirements.

Mobile Data Computer System. Contractors must install and maintain, at their sole cost and expense, an OCFA approved and issued mobile data radio at Contractors' dispatch center for

purposes of sending and receiving electronic emergency dispatch information, instructions, and call status. Contractors must comply with the following mobile data radio system requirements:

1. **MDC Radio:** Upon the award of a contract and prior to the Effective Date, Contractors must pay OCFA a one time, non-refundable communications start-up fee of \$3,500, which shall cover the following: (a) OCFA-issued and owned mobile data radio; (b) OCFA-issued mobile data application software; (c) mobile data installation; (d) mobile data programming; and (e) Mobile Data Radio and antenna to be installed at the Contractor's expense, as specified by OCFA. All communications equipment issued to Contractors by OCFA pursuant to this Section shall remain the property of OCFA. The communications systems described in this Section must be installed and fully operational prior to the Effective Date. Upon contract termination, all OCFA-issued communications equipment must be returned to OCFA within thirty (30) days. This fee may be waived by OCFA if Contractor currently meets the specified requirements of this paragraph.
2. **Annual MDC Fee:** Contractors must pay OCFA a \$250 annual fee for MDC system operation and maintenance, which shall be due and payable upon contract award and annually thereafter.
3. **Personal Computer:** Contractors must provide, at their sole cost and expense, and as part of their Emergency Response Communications System, a personal computer having the following minimum specifications: Intel Pentium 500 MHz or greater; 10.0 GB Hard Drive; 256 Mb SDRAM; 2000XP OS; Color display VGA; Com Ports – 1 serial, 1 USB, 1 Parallel; CD ROM; and, Keyboard – Standard Qwerty 104.
4. **Mobile Application Software:** Motorola Tx Messenger v3.0 software or greater as specified by OCFA.

SERVICE HOURS

Service. Contractors must provide twenty-four (24) hour emergency ambulance transportation and related services within designated EOAs, at or above the level agreed to in the Contract Documents, seven (7) days a week during the term of the contract.

Field Supervisor. Contractors must have an authorized field supervisor available to OCFA personnel, either by radio or in person, and physically present within the County of Orange, on a twenty-four (24) hour, seven (7) day per week basis during the term of the contract.

RESPONSE TIMES

General Requirements. Contractors must respond to OCFA's requests for emergency ambulance transportation service within the response times set forth in this Section. Response times will be calculated as the actual elapsed time in minutes from the moment the request is received by the Contractor's dispatch center to the time that the Contractor's first ambulance arrives on scene. Where multiple ambulances are dispatched to the same emergency scene, only the response time of the ambulance arriving first will be counted for purposes of calculating the response time. Contractors will be responsible for providing quarterly response time reports to OCFA and OCEMS.

Response Time Measurement. Response times are measured in full minutes, rounded upward. For purposes of measuring compliance and for the imposition of any penalties, any partial minute will be rounded to the next full minute. For example, a response time of 10:01 or 11:00 is counted as eleven minutes.

Definition of Geographical Areas & Response Priority Codes. The following geographical areas, response priority codes, and definitions will apply with regard to calculating response times (based upon changes in population densities, these geographical area definitions may be changed at the sole discretion of OCFA; OCFA will advise Contractors in writing when these changes occur):

1. **Metro/Urban:** Those areas with a population density greater than 100 persons per square mile;
2. **Suburban/Rural:** Areas with a population density of 7 to 100 persons per square mile. These areas generally include the roads and contiguous canyon areas of the local mountain ranges, including: Brea Canyon, Tonner Canyon, Carbon Canyon, Modjeska Canyon, Silverado Canyon and Trabuco Canyon; the areas of Santiago Canyon Road between Jamboree and Live Oak Canyon Road; and the Ortega Highway (Highway 74) between La Plata Avenue and the County line;
3. **Wilderness:** Those areas with a population density of less than 7 persons per square mile. These are generally the areas of the Cleveland National Forest within the County of Orange, with the exception of incidents on or immediately adjacent to Highway 74;
4. **Code 2:** Emergency ambulance vehicles responding to an emergency scene or request for service expeditiously, without red lights and sirens on.
5. **Code 3:** Emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.

Response Times Required. Contractors must strictly adhere to the following required response times at a quarterly compliance rate of ninety percent (90%) in each Code 2 and Code 3 category, which shall be reported separately:

1. Metro/Urban Requirements:

- i) Code 3- Response time must not exceed ten (10) minutes, zero (0) seconds.
- ii) Code 2- Response time must not exceed fifteen (15) minutes, zero (0) seconds.

2. Suburban/Rural Requirements:

- i) Code 3- Response time must not exceed twenty (20) minutes, zero (0) seconds.
- ii) Code 2- Response time must not exceed twenty-five (25) minutes, zero (0) seconds.

3. Wilderness Requirements:

- i) Code 3- Response time must not exceed thirty (30) minutes, zero (0) seconds.
- ii) Code 2- Response time must not exceed forty (40) minutes, zero (0) seconds.

Call Cancellation. In the event a call for service is cancelled prior to arrival, the response will be considered to be within the response time requirement so long as the elapsed time between the call for service and the cancellation does not exceed the applicable response time requirement. In the event the elapsed time between the call for service and the cancellation is in excess of the applicable response time requirement, the call will be considered late.

GENERAL PROVISIONS

Performance. The most important aspect of this RFP is that it will result in the award of contracts that stress "performance." Contractors must demonstrate a continuous effort to detect and correct service level performance deficiencies, as determined by OCFA, and to continuously upgrade the performance and reliability of the EMS system within their designated EOA. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, proper management oversight, employee training, continuing education, and prompt and definitive service level corrective actions plans.

Conflict of Interest. Bidders must certify that they are not, and will not be, violating either directly or indirectly any conflict of interest statute, rule, or regulation by their performance of the services described herein.

CAAS Accreditation. Commission on Accreditation of Ambulance Services ("CAAS") accreditation will be a factor in the overall grading and evaluation process. Please see Section VIII for more detail on submission requirements for those Bidders that are CAAS accredited.

HIPAA Compliance Plan. Effective April 14, 2003, or such other implementation date established by law, to the extent that the parties have a "business associate" relationship, the parties shall carry out their obligations under the contract in compliance with the privacy regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy

Regulations”) pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), to protect the privacy of any personally identifiable, protected health information (“PHI”) that is collected, processed or learned as a result of the services provided pursuant to the contract. In conformity therewith, both parties must agree that they will:

1. Not use or further disclose PHI except: (i) as permitted under the contract (that is, for the purpose of maintaining accurate records of the services provided pursuant to the contract and for the billing of such services to patients, guarantors, insurers, carriers or other responsible parties; the issuance of reports to the other party pertaining to same; and related administrative functions pertaining to these activities); (ii) as required for the proper management and administration of ALS and BLS in their capacity as HIPAA “Business Associates” of each other; or (iii) as required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the contract;
3. Report to each other any use or disclosure of PHI not provided for by the contract of which a party becomes aware;
4. Ensure that any agents or subcontractors to whom either party provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to both parties with respect to such PHI;
5. Make PHI available to the individual who has a right of access as required under HIPAA;
6. Make available for amendment and incorporate any amendments to PHI when notified to do so by either party;
7. Make available to either party the information required to provide an accounting of the disclosures of PHI made by the one party on the other party’s behalf, provided such

disclosures are of the type for which an accounting must be made under the Privacy Regulations;

8. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining either party's compliance with HIPAA and the Privacy Regulations; and
9. At the termination of the contract, return or destroy all PHI received from, or created or received by one party on behalf of the other party. In the event the return or destruction of such PHI is infeasible, both parties' obligations under this Section shall continue in full force and effect so long as either party possesses any PHI, notwithstanding the termination of the contract for any reason.

Bidders are required to submit a copy of its HIPAA Compliance Plan, which shall include Business Associate Agreements, evidence that employees have signed a confidentiality statement and have undergone privacy training. Please see Section VIII for submission requirements.

INTERNAL MEDICAL QUALITY CONTROL

Contractors must establish a Continuous Quality Improvement ("CQI") program directed at, but not limited to, effective administration and management of clinical performance, response time performance, driver performance, dispatch performance, and for all other BLS service levels. Contractors must submit to the OCFA EMS Section Battalion Chief quarterly summary reports showing the results of all CQI program performance elements, in a form approved by the OCFA EMS Section Battalion Chief.

Bidders are required by this RFP to submit a description of Bidder's Internal Medical Quality Control program or similar program. Please see Section VIII for submission requirements.

SECTION V - PERSONNEL

PERSONNEL REQUIREMENTS

Employee Performance. Contractors must employ only competent and trained personnel, and shall provide a sufficient number of employees to perform the services provided under the Contract Documents. Each Contractor must comply with the following personnel requirements:

1. All Contractor employees and ambulance personnel shall be sufficiently trained and capable to ensure the safe and proper discharge of their service responsibilities.
2. All Contractor ambulance personnel must possess a valid and current California Emergency Medical Technician (EMT) –I certificates and a valid California Driver's Licenses in the proper class, including any required certifications, and must be compliant with all relevant provisions of the California Vehicle Code, Health and Safety Code, and all other laws and county regulations applicable to emergency ambulance response personnel.
3. All Contractors must have an employee alcohol and drug program that includes at a minimum, an alcohol and drug free workplace policy, and an employee alcohol/drug-testing program that complies with the U.S. Department of Transportation requirements to the extent allowed by law, including random alcohol and drug testing. Any Contractor employee found working under the influence of alcohol or drugs must be immediately removed from performing any further duties under the Contract Documents. The alcohol and drug program requirements are discussed in more detail in the Model Agreement in Appendix F.

Field Training Officers. Contractor is required to submit information regarding its field training officer ratio to EMTs and other ambulance personnel, as well as its training program of field training officers.

Training. Please see Section VIII for Bidder submission requirements regarding personnel information, resumes, training programs, and field training officers.

SECTION VI - SUPPLIES, EQUIPMENT AND VEHICLES

SUPPLIES AND EQUIPMENT

Standards. All equipment and supplies furnished by Contractors to perform BLS services under the Contract Documents must comply with all federal, state, and local laws, rules, statutes, and regulations applicable to the provision of emergency ambulance transportation, including but not limited to, those BLS equipment and supply standards and protocols established by the OCEMS Medical Director. Such equipment and supplies must be stocked at all times on each ambulance performing services under the Contract Documents.

Standard Inventory. In addition to the above equipment and supply standards, Contractors must carry and stock at all times throughout the contract term on each ambulance performing services within an assigned EOA the following emergency medical equipment, which shall all be readily available and accessible from the interior portions of the patient transportation compartment:

1. Bag valve mask resuscitator, adult with variable mask sizes;
2. Bag valve mask resuscitator, pediatric with variable mask sizes;
3. Heavy gloves to be used for blood or body fluid protection;
4. Disposable Latex gloves, medium, large and x-large, two (2) boxes;
5. Suction unit that complies with OCEMS policies and procedures;
6. Non-invasive blood pressure device (various cuff sizes, including thigh cuff);
7. Child safety seats (when approved by federal agencies).

Desirable, but not required, Equipment. Automated External Defibrillator (in conjunction with trained and qualified employees).

Personal Safety Equipment. Contractors shall provide personal safety equipment for all employees in accordance with applicable federal and state laws or standards. It shall be the sole responsibility and expense of the Contractor to maintain or replace, or cause to be maintained or replaced, any personal safety equipment required. Contractors are solely

responsible for ensuring that all of its personnel abide by all federal, state and local safety standards.

To ensure that each ambulance responder has emergency scene personal protective equipment they may need to keep them safe in a potentially hazardous environment, Contractors shall comply with State EMSA Guideline 216 regarding recommended PPE for Ambulance Personnel (*OSHA's General Description and Discussion of the levels of Personal Protective Gear, 29CFR 1926.65, App. B, Part IV, Level D*) for each ambulance dedicated to 911 emergency transportation, including:

1. Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS Standards)
2. Hard hat, Work Helmet Blue
3. Leather gloves

VEHICLES AND MAINTENANCE

Standards. All vehicles furnished by Contractors in the performance of BLS services under the Contract Documents must comply with all federal, state, and local laws, rules, statutes, and regulations applicable to the provision of private, emergency ambulance transportation, including but not limited to, those BLS vehicle standards and protocols established by OCEMS.

Modular (Type III). Use of modular (Type III, dual rear wheeled) ambulances is desired and will be a factor in the overall evaluation process. Contractors must specify within their bid proposal the make, model, year, license plate, type, and mileage for: (a) each ambulance proposed for use within the EOA; and (b) each ambulance regionally available for use within the EOA. Contractors must agree to expand, at the sole discretion of OCFA: (a) the total number of ambulances available for use within the EOA; and/or, (b) the total number of ambulances regionally available for use within the EOA, if either response time requirements are not consistently being met or if the EOA experiences a significant call volume increase. Contractors shall be responsible for providing all necessary vehicles, personnel, and equipment to provide the required services under the Contract Document.

Inspection. Contractors must agree that the Proposal Grading Panel may, at any time throughout the procurement process, and that the OCFA EMS Section Battalion Chief may, at any time during either the procurement process or the contract term, inspect Bidder/Contractors' ambulances, ambulance maintenance facilities, ambulance maintenance records, ambulance manufacturer suggested maintenance program, and/or ambulance purchase/lease/acquisition documentation.

Maintenance. Contractors shall be responsible for providing all necessary vehicles, personnel, and equipment to provide the required services under the Contract Documents. OCFA expects that all vehicles and equipment used in the performance of the required services under the contract will be maintained in excellent condition. Contractors 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. Contractors' failure to service and maintain all ambulances and equipment used in the performance of a contract pursuant to the manufacturer's suggested maintenance program will be deemed breach of contract and cause for immediate contract termination.

Restraint Devices. Contractor shall meet or exceed all passenger restraint requirements as prescribed by law.

Additional Vehicle Equipment: Use of an Automatic Vehicle Locator System that interfaces with Contractor's dispatch center is desired and will be a factor in the overall evaluation process.

SECTION VII - RATES FOR AMBULANCE SERVICE

BLS AND ALS SERVICE RATES

Maximum BLS Service Rate. The Orange County Board of Supervisors establishes the maximum Basic Life Support ("BLS") service rate ("BLS Service Rate") that may be charged by Contractors to their patients for the provision of emergency ambulance transportation services. Contractors may not charge more than the maximum BLS Service Rate approved by the Orange County Board of Supervisors for each BLS patient transport. BLS means the same as is defined in the EMS Act. The BLS Service Rate is reviewed annually by OCEMS, which makes rate adjustment recommendations to the Board of Supervisors. As such, the maximum approved BLS Service Rate is subject to change at any time during the contract term. The proposed maximum BLS Service Rate as of July 1, 2008 is as follows:

<u>Type of Charge</u>	<u>Maximum Rate</u>
BLS Service Rate	\$671.75 per BLS transport

Maximum ALS Service Rate. The Orange County Board of Supervisors establishes the maximum Advanced Life Support ("ALS") service rate ("ALS Service Rate") that may be charged by Contractors for OCFA-provided emergency ALS services to patients transported either ALS or BLS. For those calls for service in which ALS services are provided by OCFA to patients that are transported either ALS or BLS, Contractors shall be responsible for charging and collecting the ALS Service Rate. Contractors may not charge more than the maximum ALS Service Rate approved by the Orange County Board of Supervisors. ALS means the same as is defined in the EMS Act. The ALS Service Rate is reviewed annually by OCFA. The maximum approved ALS Service Rate is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any. As of as of July 1, 2008, the approved maximum ALS Service Rate is as follows:

<u>Type of Charge</u>	<u>Maximum Rate</u>
ALS Service Rate	\$355.75 per transport w/ALS services

ALS Reimbursement Rate. The OCFA Board of Directors establishes the OCFA ALS reimbursement rate ("ALS Reimbursement Rate"), which Contractors must reimburse OCFA for ALS services provided to patients that are transported either ALS or BLS in order to cover OCFA's costs for providing such services, including ALS assessments. Contractors shall reimburse OCFA the established ALS Reimbursement Rate for each call for service in which OCFA provides ALS services, including ALS assessments, to patients that are transported either ALS or BLS.

Medicare Patients. The ALS Reimbursement Rate for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is based on the Medicare allowed amounts for each Contractor. The ALS Increment is defined as the difference between the Medicare allowed amount for a given ALS service (i.e., ALS-1 or ALS-2) and the Medicare allowed amount for BLS emergency services, prior to the 20% co-payment deduction.

1. **ALS-1 Emergency Services.** The ALS Reimbursement Rate for ALS-1 emergency transports and ALS-1 emergency assessments with BLS transports for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is the ALS Increment, which is the difference between the Medicare allowed amount for ALS-1 emergency services and the Medicare allowed amount for BLS emergency services for a given Contractor, prior to the 20% co-payment deduction.
2. **ALS-2 Services.** The ALS Reimbursement Rate for ALS-2 services for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is the ALS Increment, which is the difference between the Medicare allowed amount for ALS-2 services and the Medicare allowed amount for BLS emergency services for a given Contractor, prior to the 20% co-payment deduction.

Annual Adjustments. The ALS Reimbursement Rate is reviewed annually by OCFA. The ALS Reimbursement Rate reimbursable to OCFA by Contractors for all ALS services provided to patients, excluding Medicare patients and patients covered under Medi-Medi or Medicare + Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any.

Current ALS Reimbursement Rate. As of as of July 1, 2008, the approved ALS Reimbursement Rate is as follows:

<u>Type of Charge</u>	<u>Amount</u>
1. ALS Reimbursement Rate	\$252.00 per transport w/ALS services
2. ALS Reimbursement Rate for Medicare patients or patients with Medi-Medi or Medicare+Choice plans	ALS-1 or ALS-2 Increment

Medical Supply Reimbursement Rate. The OCFA Board of Directors establishes the medical supply reimbursement rate ("Medical Supply Reimbursement Rate"), which Contractors must reimburse OCFA per BLS/ALS transport. Contractors shall pay OCFA the Medical Supply Reimbursement Rate for each BLS/ALS patient transport to cover OCFA's costs for providing expendable medical supplies to Contractors. The Medical Supply Reimbursement Rate is reviewed annually by OCFA. The Medical Supply Reimbursement Rate is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any. As of July 1, 2008, the proposed Medical Supply Reimbursement Rate is as follows:

<u>Type of Charge</u>	<u>Amount</u>
Medical Supply Reimbursement Rate	\$28.15 per transport (BLS/ALS)

Zero Pay Patients. OCFA will not require Contractors to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for "zero pay patients." "Zero pay patients" are those calls for service to patients whose only method of

healthcare coverage or insurance is provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services ("CCS"); and/or (d) County Medical Services for the Indigent ("County/MSI"). Patients who have other means of payment or who are covered by additional or supplemental insurers, other than subsidized health care programs, are not "zero pay patients." Contractors may seek relief from making the required reimbursement payments to OCFA by applying for a Zero Pay Patient Exemption, as provided below.

Risk of Non-Payment. Except as provided otherwise herein, Contractors assume the entire risk of non-payment for any and all of the services rendered and the charges incurred in connection with their performance under the Contract Documents, including all BLS and ALS charges incurred, as well as all ALS reimbursements and medical supply reimbursements.

Medicare Patients. Contractors may not charge Medicare patients more than the maximum Medicare rate.

BILLING, AUDIT AND ACCESS TO RECORDS

Billing System. Contractors may only bill for services according to the approved service rates and schedules set forth in the Contract Documents and as authorized by OCEMS, with no additional fees or charges imposed unless approved in writing in advance by the OCFA Fire Chief and/or the awarding agency, if applicable. Prior to the Effective Date, Contractors must establish an auditable billing system approved by OCFA, which shall be available for review by OCFA on a periodic basis. Contractors' patient billing/records system must be organized so that search and retrieval of all billing records can readily be made by OCFA according to the following individual criteria:

Patient Name	ALS	911 Calls
BLS	ALS Assessment/BLS Transport	Day/Month/Year
BLS Transport	ALS Transport	OCFA Incident No.

Accounting. Contractors must maintain accurate and complete records of all patient accounting, including but not limited to: (a) all patient invoices, (b) all patient/insurer payments; (c) all BLS service charges; (d) all ALS service charges; (e) all ALS reimbursement payments; (f) all medical supply reimbursements; (g) all invoices, payments, and correspondence to and from private insurers, federal or state health care programs, and other responsible third parties; and (h) all records evidencing payments made by Contractors to OCFA in connection with their performance under the Contract Documents. Such accounting shall be performed by Contractor in accordance with generally accepted accounting principles and practices consistently applied. OCFA shall have access to such records and information upon seventy-two (72) hours advanced written notice at all times during normal business hours for the purpose of inspection, audit, review, evaluation, and duplication. Contractors must, at no cost to OCFA, provide proper facilities for OCFA's access, inspection, audit, review, evaluation, and duplication of such information.

Responsibility for Submission of Claims. Contractor shall be responsible for submitting claims for services provided hereunder, and may utilize the services of a third party billing agent for this purpose. In the event that a third party billing agent is used, Contractor shall inform the billing agent of the provisions of the Contract Documents. Contractor shall be responsible to bill for all transports in which ALS services are rendered, specifically including the performance of ALS assessments as defined in 42 C.F.R. §414.605, in accordance with applicable Medicare guidelines for the level of service provided.

CONTRACTOR MONTHLY PAYMENTS

Monthly Payments to OCFA. All ALS reimbursements and medical supply reimbursements, as required in this Section, (hereinafter referred to as "Monthly Payments") must be promptly paid by Contractors to OCFA beginning ninety (90) days from September 1, 2009, and such payments shall continue to be promptly remitted by Contractors to OCFA thereafter within ninety (90) days after the first day of each month throughout the contract term. Zero Pay Patient Exemptions may be requested by Contractors for each qualifying call by following the procedures below. A penalty of \$500 may be imposed for each late payment. Contractors whose monthly payments are sixty (60) days late (or more) may be assessed a 1½% late fee for

each month that payments are not made. Failure to make timely Monthly Payments may be deemed breach of contract.

Zero Pay Patient Exemption Requests. Contractors must submit to OCFA for approval all Zero Pay Patient Exemption requests and all documentation justifying each request. Zero Pay Patient Exemption requests must be submitted by Contractors with their monthly ALS reimbursement and medical supply reimbursement payments for the month in which the exemption is requested and must be reflected as a credit on the current Monthly Payment remittance. Requests for exemptions outside the current monthly payment period will not be considered, except as provided herein. Each Zero Pay Patient Exemption will be evaluated and either granted or denied at the sole discretion of the OCFA EMS Section Battalion Chief. Contractors will be notified in writing by the OCFA EMS Section Battalion Chief if any exemption request will be denied within thirty (30) days of receipt of the request. The decision may be appealed by the Contractor to the OCFA Fire Chief, whose decision shall be final. In the event a Zero Pay Patient Exemption request is denied, the requesting Contractor shall adjust its next Monthly Payment remittance for the amount of the credit denied. Exemption requests for "Retro Credits" should be made within the month the Contractor receives notification of the retroactive enrollment in a qualified zero pay patient program.

SECTION VIII - PHASE 2 PROPOSAL SUBMISSION FORMAT

The following pages describe exactly how the Proposal Submission Binder shall be organized. Please adhere strictly to this format to ensure that all information is included and can be found easily by the reviewers. This will facilitate an expeditious and thorough review process.

- Unless unspecified, all Phase 2 proposal documents are restricted to the number of pages specified for each item.
- Size 12 font and 1 inch margins will be considered standard.
- Use only single-sided pages.
- All bid proposals must be submitted in three-ring binders ("Binder/s"), which are no larger than 12"x12";
- The Binder shall be organized using numbered tab dividers that correspond to Binder Tab Numbers specified in this document.

Original + Copies: The original signed bid proposal shall be clearly marked "ORIGINAL" and nine (9) copies of the bid proposal, including any attachments, must be sent under seal to OCFA by the Submission Due Date.

EOA Identification: Providers must clearly identify by name and geographical number on the outside binder cover/title page and within the bid proposal cover letter, which specific EOA(s) is/are being proposed for service.

TITLE PAGE

This is the cover sheet that should be placed behind the clear plastic cover on the front of the Binder. (Appendix A)

All bid proposals must be clearly marked on the outside binder cover with a title page containing the following information:

1. Name of ambulance service operator (i.e., the Bidder);
2. Name of RFP and RFP #JR 1494;
3. Bidder address and telephone number;
4. Bidder authorized contact person;
5. Bidder authorized contact person's signature;
6. Identification of all EOA/s proposed for service and the corresponding EOA number;
7. Bid proposal submission date; and
8. Original or copy.
9. Binder 1 of 2, 2 of 2, etc.

BINDER TAB #1
COVER LETTER
(1 PAGE LIMIT)

Provide a brief cover letter on company letterhead stating the provider's interest in participating in Phase 2 of the RFP competitive bid process. Bidder must clearly identify by name and geographical number the specific EOA(s) being proposed for service.

The letter must be signed by an official authorized to enter into a contractual agreement with the Orange County Fire Authority and its participating cities.

BINDER TAB #2
BID PROPOSAL DEPOSIT
(1 PAGE LIMIT)

Please attach (either staple or otherwise affix) the required Bid Proposal Deposit, as described in Section II.

BINDER TAB #3
TABLE OF CONTENTS

Provide a Table of Contents listing the Binder Tab Number and its corresponding page numbers. (Appendix B)

BINDER TAB #4

NOTIFICATION OF PROVIDER PREQUALIFICATION

Please attach (either staple or otherwise affix) a copy of the OCFA notification of prequalification letter that was sent to Bidder.

BINDER TAB #5
EMERGENCY RESPONSE AND VEHICLE
COMMUNICATIONS SYSTEM
(3 PAGE LIMIT)

Provide a description of the Emergency Response and Vehicle Communications System Bidder proposes for its provision of emergency ambulance transportation and related services within the subject Exclusive Operating Area, and describe in detail how the proposed Emergency Response and Vehicle Communications System will either meet or exceed the communications specifications, requirements, and performance expectations set forth in Section IV.

Additional Specific Submission Data:

1. Provide a statement that Bidder is or will be compliant by the Effective Date with all communications requirements set forth in Section IV of this RFP.
2. Provide a detailed summary of CAD (Computerized Aided Dispatch) program capabilities.
3. Provide a description of other communications equipment used by Bidder (if applicable) including, but not limited to:
 - a. Cellular phones;
 - b. Personal digital assistants (PDAs);
 - c. Mobile computers.
4. Provide a description of the proposed operational design for the Emergency Response Communications System and methods proposed for dispatching ambulances.
5. Provide a description of the Bidder's internal and external information technology capabilities.
6. Provide a description of communications capabilities, including:
 - a. Hours of operation; and

b. Personnel devoted to communications.

7. Provide a statement on Bidder's ability to upgrade communication systems.
8. Provide a description of all field data collection systems and the process by which data is collected, inputted and used by the Bidder.

BINDER TAB #6
SERVICE RATES
(2 PAGE LIMIT)

Please provide a description and/or schedule of all ambulance service rates and fees that Bidder proposes to charge all payers and patients in connection with its provision of emergency ambulance transportation and related services within the subject EOA, in accordance with the established maximum rates, requirements, and reimbursements set forth in Section VII, including but not limited to all costs of service and/or cost, if any, to the awarding agency.

BINDER TAB #7
ON-BOARD EQUIPMENT AND SUPPLIES
(3 PAGE LIMIT)

Provide a description of the On-Board Equipment and Supplies Bidder proposes for its provision of emergency ambulance transportation and related services within the subject Exclusive Operating Area, and describe in detail how the proposed On-Board Equipment and Supplies will either meet or exceed the specifications, requirements, and performance expectations set forth in Section VI.

Additional Specific Submission Data:

1. Provide a description of Bidder's OSHA compliance program;
2. Describe Bidder's capabilities to respond to terrorist threats or disasters.

BINDER TAB #8
VEHICLE AND EQUIPMENT MAINTENANCE PROGRAM
(4 PAGE LIMIT)

Provide a description of how Bidder's Vehicle and Equipment Maintenance Program proposed for its provision of emergency ambulance transportation and related services within the subject Exclusive Operating Area will consistently and continuously meet or exceed the vehicle and equipment maintenance standards, requirements, and performance expectations set forth in Section VI.

Additional Specific Submission Data:

1. Provide a description of the vehicle maintenance plan or schedule;
2. Provide a description of the vehicle replacement plan;
3. Provide a description of equipment maintenance program including replacement plan.

BINDER TAB #9
PERSONNEL AND TRAINING

1. ASSIGNED PERSONNEL PROFILE (3 PAGE LIMIT)

Provide a detailed spreadsheet of the individual personnel, including proposed management team, employee names, current certification/license level of service, certificate/license number, and number of years as an employee of Bidder, proposed by Bidder for the performance of services under the Contract Documents within the subject Exclusive Operating Area.

2. FIELD TRAINING OFFICERS (1 PAGE)

Provide the ratio of field training officers to EMTs or other ambulance personnel that Bidder proposes to commit to the subject EOA, and provide a detailed explanation of Bidder's proposed Field Supervisor and Training Programs and management/field supervisor oversight plan for the subject EOA.

3. PRIMARY PERSONNEL (5 PAGE LIMIT)

Provide the resumes of no more than five (5) proposed key personnel (maximum one page each) whose job duties for Bidder's Orange County operations will relate solely and exclusively to the fulfillment of the terms, conditions, performance expectations, and obligations relative to Bidder's performance under the Contract Documents.

4. EMPLOYEE RECRUITMENT, SCREENING AND ORIENTATION (2 PAGE LIMIT)

Provide a description of the current personnel Recruitment, Screening, and Orientation Program Bidder currently employs and any modifications Bidder proposes to utilize in connection with its provision of emergency ambulance transportation and related services within the subject Exclusive Operating Area, and describe in detail how the proposed Recruitment, Screening, and Orientation Program will enable Bidder to consistently and continuously meet or exceed the training standards, personnel requirements, and performance expectations set forth in Section V.

5. CONTINUING EDUCATION PROGRAMS (2 PAGE LIMIT)

Provide a description of any and all continuing education programs, including continuing medical education programs, that will be provided to all employees who perform services under the Contract Documents, as well as a discussion of Bidder's commitment to providing such programs at all times throughout the contract term.

6. HIPAA TRAINING PROGRAMS (2 PAGE LIMIT)

Provide a description of Bidder's HIPAA training program that has been provided to all employees and will be provided to all new employees who perform services under the Contract Documents.

BINDER TAB # 10
DRIVER TRAINING
(2 PAGE)

Provide a description of the Driver Training Program Bidder proposes for its provision of emergency ambulance transportation and related services within the subject Exclusive Operating Area, and describe in detail how the proposed Driver Training Program will either meet or exceed the performance expectations and requirements set forth in Section V.

Additional Specific Submission Data:

1. Provide a detailed course syllabus or curriculum for driver training program offered to employees;
2. Provide the total number of course hours per course offered;
3. Describe the internal training plan, including timeframe for completion and retraining;
4. Provide the name of the institution providing the training, if applicable.

BINDER TAB #11
INTERNAL MEDICAL QUALITY CONTROL
(3 PAGE LIMIT)

Provide a description of how Bidder's Internal Medical Quality Control and Continuous Quality Improvement ("CQI") Programs proposed for its provision of emergency ambulance transportation and related services within the subject Exclusive Operating Area will consistently meet or exceed the standards, requirements, and performance expectations set forth in Section IV.

Additional Specific Submission Data:

1. Provide a description of Bidder's quality assurance/improvement process, including timeframes for process completion.

2. If proposed Internal Medical Quality Control and Continuous Quality Improvement ("CQI") Programs will exceed the standards and requirements set forth in this RFP, please clearly explain in a detailed summary how such requirements will be exceeded.

BINDER TAB #12
BILLING AND COLLECTION PRACTICES
(3 PAGE LIMIT)

Provide a description and explanation of the billing and collection practices Bidder proposes for use and implementation within the subject EOA, including Bidder's proposed system, procedures, practices, policies and protocols for responding to and timely processing all customer complaints. Please also include a detailed summary and explanation of Bidder's proposed record keeping and auditing practices and how such systems will either meet or exceed the requirements and performance expectations set forth in Section VII.

Additional Specific Submission Data:

1. Provide a detailed description of the billing and data information flow from dispatch through initial billing;
2. Provide process flow and timeframes for collections process, including but not limited to:
 - a. The number of monthly statements sent prior to collections;
 - b. Timeframe for write-offs;
3. Provide overall billing and collection practices, including but not limited to:
 - a. Statement cycle;
 - b. Collection rate;
4. Provide statistical data for subject EOA (if applicable), including but not limited to:
 - a. Payer mix;
 - b. Patient demographics;
 - c. Collection rate by payer.

BINDER TAB #13
HIPAA COMPLIANCE PLAN
(1 PAGE LIMIT)

Provide a description and explanation of Bidder's HIPAA Compliance Plan, including Bidder's certification that all personnel have signed a confidentiality agreement and have undergone HIPAA Privacy Training.

BINDER TAB #14
CORPORATE COMPLIANCE PLAN
(2 PAGE LIMIT)

Provide a description of Bidder's Corporate Compliance Plan, if applicable. A Corporate Compliance Plan should include those elements identified in the Office of Inspector General's Compliance Program Guidance for Ambulance Suppliers [Federal Register: March 24, 2003 (Volume 68, Number 56)].

BINDER TAB #15
COMPLIANCE WITH MONTHLY PAYMENTS
(4 PAGE LIMIT)

Provide a description of the system for providing timely, monthly payments to OCFA that addresses how Bidder intends to satisfy the procedures and requirements set forth in Section VII, including:

1. Bidder's proposed system for inspection of all billing records and its monthly payment record keeping and auditing practices;
2. Bidder's proposed system for making the required ALS Reimbursement Rate payments; and
3. Bidder's proposed system for making the required Medical Supply Reimbursement Rate payments to OCFA.

BINDER TAB #16
911 FIRE/EMS RESUME (LAST 10 YEARS)
(5 PAGE LIMIT)

Provide a detailed resume of Bidder's 911 Fire/EMS Emergency Ambulance Transportation experience. (Bidder may attach Phase 1 Binder Tab #5 "Emergency Ambulance Transportation Experience" to fulfill this section.)

BINDER TAB #17

CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies on behalf of _____ ("Bidder"), and hereby declares under penalty of perjury under the laws of the State of California, that Bidder is not, and will not be violating either directly or indirectly any conflict of interest statute, rule, or regulation if awarded a contract and if authorized to perform the services described in this RFP.

Signed, this _____ day of _____, 2008 in _____, California.

IF SOLE OWNER:

Signature of Owner Date

Print Name

IF PARTNERSHIP (JPA or merger):

Signature of Partner (General Partner) Date

Print Name

IF CORPORATION:

Signature of President Date

Print Name

Signature of Secretary Date

Print Name

BINDER TAB #18
STATEMENT OF TRUTH

The undersigned hereby certifies on behalf of _____ ("Bidder"), and hereby declares under penalty of perjury under the laws of the State of California, that the information provided by Bidder and contained in this 2008 Fire/EMS Emergency Ambulance Transportation and Related Services RFP is accurate, complete, true and correct to the best of our knowledge. We are aware that should any of the information contained herein be found to be false, incorrect, or otherwise untruthful, or if the information contained herein contains material misrepresentations and/or material omissions of fact, OCFA may, at its sole discretion, pursue any and all remedies available as authorized by law, which may include the right, at the option of OCFA, to either reject or disqualify this bid proposal from further consideration in the course of the procurement process and/or to declare any contract subsequently awarded void. Signed, this _____ day of _____, 2008 in _____, California.

IF SOLE OWNER:

Signature of Owner Date

Print Name

IF PARTNERSHIP (JPA or merger):

Signature of Partner (General Partner) Date

Print Name

IF CORPORATION:

Signature of President Date

Print Name

Signature of Secretary Date

Print Name

BINDER TAB #19
NON-COLLUSION CERTIFICATION

The undersigned hereby certifies on behalf of _____ ("Bidder"), and hereby declares under penalty of perjury under the laws of the State of California, that this 2008 Fire/EMS Emergency Ambulance Transportation and Related Services RFP is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named; the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham proposal nor solicited any other person, firm or corporation to refrain from submitting a proposal; the Bidder has not communicated, directly or indirectly, with any other Bidder regarding the amount, price, and/or service rates proposed herein; and Bidder has not in any manner sought by collusion to secure for himself/herself/itself any advantage over any other Bidder. We declare the foregoing is true and correct under penalty of perjury under the laws of the State of California. Signed, this _____ day of _____, 2008 in _____, California.

IF SOLE OWNER:

Signature of Owner Date

Print Name

IF PARTNERSHIP (JPA or merger):

Signature of Partner (General Partner) Date

Print Name

IF CORPORATION:

Signature of President Date

Print Name

Signature of Secretary Date

Print Name

BINDER TAB #20

Commission on Accreditation of Ambulance Services (“CAAS”) Certification

If CAAS certified, please provide a copy of your CAAS Certification.

BINDER TAB #21
OVERALL OPERATIONAL SYSTEM AND DESIGN
(8 PAGE LIMIT PER EOA)

Within Binder Tab #21, Bidder shall provide a sub-section for each EOA being bid (i.e. 21A Cypress (EOA 5); 21B La Palma (EOA 13), etc.). The sub-sections should be plainly marked for each proposal. **Please do not submit a separate binder for each EOA proposal.**

For each EOA being bid, provide a description of the operational system and program design Bidder proposes for its provision of emergency ambulance transportation and related services within the subject Exclusive Operating Area (EOA).

Such description shall include:

1. How the proposed operational system and program design will either meet or exceed the competitive bid criteria, specifications, requirements, and performance expectations set forth in this RFP. This may include the number and proposed location of all emergency vehicles that will provide service to the subject EOA or a detailed map of the system status management or provide a detailed system plan. **Dedicated units within an EOA are not required.**
2. The crew configuration for the ambulances.
3. The supervisory plan of crews, including number and location of supervisory personnel.
4. An overall summary of Bidder's Southern California system operations including:
 - a. total number of ambulances in fleet;
 - b. total number of employees including line staff, supervisors, managers, administrative, billing, etc.;
 - c. contact information for third party billing agency and third party collection agency (where applicable); and

- d. contact information for medical director; contact information for continuing education program, driver training, etc.
5. A budget, which shall include but is not limited to:
- a. Financial information which will estimate the cost of the proposed operation and the intended source of all funding related to the provision of services in the RFP;
 - b. A list of commitments, and potential commitments which may impact assets, lines of credit, guarantor letters, or otherwise affect the Bidder's financial ability to perform the contract services.

BINDER TAB #22
AMBULANCES PROPOSED FOR EACH EOA
(Provide a separate sheet for each EOA.)

Please provide:

1. A description of all emergency vehicles and ambulances Bidder proposes for use in its provision of emergency ambulance transportation and related services for the subject EOA.
2. A description of how the proposed vehicles and ambulances for the subject EOA will either meet or exceed the specifications, requirements, and performance expectations set forth in Section VI.
3. A description of Bidder's proposed ambulance replacement program.
4. In the following charts, specific information about each proposed ambulance:

A). Proposed ambulance units to be available for 911 responses in the subject EOA #: _____ (if applicable):

Unit	Chassis Manufacturer	Model	Year	Mileage*	Condition**	Type

B). Other regional ambulance units that will be available to reasonably support 911 responses in the subject EOA #: _____ :

Unit	Chassis Manufacturer	Model	Year	Mileage*	Condition**	Type

- *Mileage provided must be estimated based on unit in service to the EOA as of July 1, 2008.
- **Statement of Condition

Using the information below, indicate the condition of the ambulance by the corresponding letter that most closely describes the ambulance:

- A New/Bristol:** An ambulance that is new or is maintained in mint or a fashion usually better than factory new-loaded with extras.
- B Above Average Condition:** Has had above average care and is equipped with extra equipment and gear.
- C Average Condition:** Clean. Attractive inside and out. Normally equipped. Mechanically sound, mid-time on mechanicals.
- D Good Condition:** Mechanically sound, requiring some interior and exterior cosmetic work. Some mechanicals on the down side of life expectancy.
- E Fair Condition:** Cosmetics still show noticeable areas of wear and tear after clean-up. Mechanically sound, but definitely on the down side of life.
- F Poor Condition:** Needs significant amount of repair. Most mechanicals need overhaul or replacement. Cosmetics almost not restorable. Cost of repairs may exceed market value.

BINDER TAB #23
RESPONSE TIME HISTORY

Please provide detailed fractile summary response time reports for the three-month period of January 2008 to April 2008 (or for the most recent timeframe available for Providers without recent 911 experiences) for the subject EOA or a geographic/call volume related area similar to the subject EOA, and include both Code 2 and Code 3 calls, separately delineated.

BINDER TAB #24
MUTUAL AID PROVIDER
(2 PAGE LIMIT PER EOA)

Provide a description of how Bidder's Mutual Aid Provider Program proposed for its provision of emergency ambulance transportation and related services within the subject Exclusive Operating Area will consistently and continuously meet or exceed the standards, requirements, and performance expectations set forth in Section IV.

Additional Specific Submission Data:

Provide a copy of all current mutual aid agreements that would apply to the subject EOA or provide a copy of Bidder's proposed mutual aid plan, including:

- a. Name of mutual aid provider (if known);
- b. Location of mutual aid provider;
- c. Staffing capabilities of mutual aid provider, if known.

BINDER TAB #25
PLAN FOR TAKEOVER OF SERVICE/START-UP
(1 PAGE LIMIT PER EOA)

Describe in detail Bidder's proposed implementation plan for the takeover of services/start-up, or resumption of services under the new contract, as applicable, within the subject EOA by the Effective Date; including but not limited to:

1. Bidder's transition or implementation management team;
2. Proposed start-up schedule for ensuring timely commencement of services on September 1, 2009; and
3. Proposed initial service response and coverage plan, including deployment plans, post locations, housing, and staffing plans.

BINDER TAB #26
LETTERS OF REFERENCE

Provide letters of reference from cities or fire departments with whom Bidder has provided primary or back-up emergency ambulance transportation.

BINDER TAB # 27
PHOTOGRAPHS (OPTIONAL)
(3 PAGE LIMIT)

Bidders may provide, at their option, any color photographs or other renderings depicting Bidders' emergency ambulance service facilities, operations, vehicles, equipment, performance, and/or personnel.

SECTION IX - APPENDICES

APPENDIX A	TITLE PAGE
APPENDIX B	TABLE OF CONTENTS
APPENDIX C	CITY SELECTION & CONTRACTING AUTHORITY (AS OF MARCH 12, 2008)
APPENDIX D	TRANSPORT DATA FOR EOAs
APPENDIX E	EXCLUSIVE OPERATING AREAS AND MAP
APPENDIX F	FORM: (DRAFT) PROPOSED MODEL EOA AGREEMENT
APPENDIX G	SAMPLE QUARTERLY RESPONSE TIME REPORT

APPENDIX A
TITLE PAGE/COVER SHEET
Orange County Fire Authority
Request for Proposals
For
Fire/EMS Emergency Ambulance Transportation
and Related Services

RFP # JR 1494

Insert Bidder Name

Insert Bidder Address

Insert Bidder Authorized Contact/Representative

Signature of Authorized Contact/Representative

Insert EOA Name/s & EOA Number/s Proposed

Insert Bidder Telephone Number

Insert Date of Bid Proposal Submission

Designate as "Original" or Copy

Binder Number (i.e. 1 of 1, 1 of 2 etc.)

APPENDIX B
TABLE OF CONTENTS

Please include in the Bid Proposal a Table of Contents listing the following request items and submission forms in the order provided:

BINDER TAB #	ITEM	Page Number
1	Cover Letter	
2	Bid Deposit	
3	Table of Contents	
4	Notification of Provider Prequalification	
5	Emergency Response and Vehicle Communications System	
6	Service Rates	
7	On-Board Equipment and Supplies	
8	Vehicle and Equipment Maintenance Program	
9	Personnel and Training	
10	Driver Training	
11	Internal Medical Quality Control	
12	Billing and Collection Practices	
13	HIPAA Compliance Plan	
14	Corporate Compliance Plan	
15	Compliance with Monthly Payments	
16	911 Fire/EMS Resume	
17	Conflict of Interest Certification	
18	Statement of Truth	
19	Non-Collusion Certificate	
20	CAAS Certification	
21	Overall Operational System and Program Design Subsection A: EOA # Subsection B: EOA # Subsection C: EOA # ETC.	
22	Ambulances Proposed for Each EOA	
23	Response Time Requirements	
24	Mutual Aid Provider	
25	Plan for Takeover of Service/Start-up	
26	Letters of Reference	
27	Photographs (optional)	

APPENDIX C

SELECTION AND CONTRACTING AUTHORITY

[As of March 12, 2008]

Cities Retaining Authority/Responsibility	Cities Delegating to OCFA
Laguna Niguel	Cypress
Lake Forest	La Palma
San Juan Capistrano	Los Alamitos
Rancho Santa Margarita	Seal Beach
	Stanton
	Villa Park

NOTE: Decisions to retain or delegate selection and contracting authority are not final and are subject to change at any time during the procurement process.

APPENDIX D

ESTIMATED TRANSPORT VOLUMES BY EXCLUSIVE OPERATING AREA

EOA #	CITY OF:	INCLUDES COUNTY AREAS OF:	2007 ESTIMATED TOTAL TRANSPORTS	2007 ESTIMATED BLS TRANSPORTS	2007 ESTIMATED ALS TRANSPORTS
5	Cypress		1430	455 (32%)	975 (68%)
13	La Palma		451	110 (24%)	341 (76%)
14	Los Alamitos	Rossmoor	879	217 (25%)	662 (75%)
19	San Juan Capistrano	Ortega Hwy	1554	426 (27%)	1128 (73%)
21	Seal Beach	Sunset Beach, Bolsa Chica	2398	613 (26%)	1785 (74%)
22	Stanton	Midway City	1872	549 (29%)	1328 (71%)
24	Villa Park	Orange/Olive, Orange Park, Silverado	361	54 (15%)	307 (85%)
29	Rancho Santa Margarita	Trabuco, O'Neill Park, Las Flores, Coto de Caza	1524	719 (47%)	805 (53%)
30	Laguna Niguel		1635	455 (25%)	1220 (75%)
42	Lake Forest	Modjeska, upper Trabuco/Cooks	2382	615 (26%)	1767 (74%)

APPENDIX E

EXCLUSIVE OPERATING AREAS AND CORRESPONDING MAP

EOA #	CITY
5	Cypress
13	La Palma
14	Los Alamitos
19	San Juan Capistrano
21	Seal Beach
22	Stanton
24	Villa Park
29	Rancho Santa Margarita
30	Laguna Niguel
42	Lake Forest

APPENDIX F

PROPOSED (DRAFT) MODEL EXCLUSIVE OPERATING AREA AGREEMENT

-- SEPARATELY ATTACHED --

APPENDIX G

SAMPLE QUARTERLY RESPONSE TIME REPORT

Contractor Name: _____

Completed by: _____

Title: _____

EOA Name: _____

EOA Number: _____

Quarter Ending: _____

Date: _____

	Metro/Urban			Suburban/Rural			Wilderness		
	Code 2	Code 3	Combined	Code 2	Code 3	Combined	Code 2	Code 3	Combined
Number of patients transported									
Number of responses									
Number of "on-time" responses									
Percentage of "on-time" responses*									
Number of calls for service that were refused or not accepted by the Contractor									
Number of calls referred to approved, secondary mutual aid providers									

*If percentage of "on-time" responses in either Code 2 or Code 3 categories falls below 90% regardless of geographical area, include a narrative assessment as to the cause of any response delay below. (Attach additional sheets and documentation, as needed.) At his discretion, the OCFA EMS Battalion Chief shall meet and confer with the Contractor for purposes of establishing a plan for avoiding such delay in the future.



ORANGE COUNTY FIRE AUTHORITY

REQUEST FOR PROPOSALS FOR FIRE/EMS EMERGENCY AMBULANCE TRANSPORTATION AND RELATED SERVICES

RFP # JR1494

APPENDIX "F" PROPOSED MODEL EXCLUSIVE OPERATING AREA AGREEMENT

**AGREEMENT FOR PROVISION
OF
FIRE/EMS EMERGENCY AMBULANCE TRANSPORTATION
AND RELATED SERVICES
WITHIN
EXCLUSIVE OPERATING AREA**

Exclusive Operating Area (EOA) Name: _____ EOA No. _____

Contractor: _____ City: _____

Effective Date: _____ Awarding Agency: _____

TABLE OF CONTENTS

1.0	SCOPE OF SERVICES	3
2.0	CONSIDERATION	3
3.0	CONTRACT DOCUMENTS	3
4.0	MODIFICATION AND AMENDMENTS	3
5.0	CONTRACT ADMINISTRATION	4
6.0	EFFECTIVE DATE	4
7.0	TERM	4
8.0	TERMINATION	4
9.0	INSURANCE	4
10.0	ASSIGNMENT	6
11.0	AUDITS AND INSPECTIONS	6
11.1	Business Office	6
11.2	Facilities/Vehicles	6
12.0	COOPERATION	7

13.0	INDEPENDENT CONTRACTOR	7
14.0	INDEMNIFICATION	7
14.1	General	7
14.2	Rates	7
15.0	COMPLIANCE WITH LAWS	7
16.0	RISK	7
17.0	RESPONSIBILITY	8
18.0	ACTS OR OMISSIONS OF REPRESENTATIVES	8
19.0	INSOLVENCY	8
20.0	OPERATIONAL STANDARDS, PROCEDURES, & PERFORMANCE REQUIREMENTS	8
20.1	Service Hours	8
	20.1.1 Service	8
	20.1.2 Field Supervisor	8
20.2	Response Times	8
	20.2.1 Response Time Reporting	8
	20.2.2 Quarterly Response Time Report - Format	10
	20.2.3 Exemptions to Response Time Requirements	10
	20.2.4 Procedures to Request Response Time Exemption	11
	20.2.5 Use of Alternative Methods to Meet Response Time Requirements	11
	20.2.6 Disciplinary Actions for Failure to Meet Response Time Requirements / Performance Deficiency	12
20.3	Emergency On-Scene Procedures	13
20.4	Disaster Assistance	13
20.5	Standard of Performance	14
20.6	General Provisions	14
	20.6.1 Return of OCFA Personnel	14
	20.6.2 911 Calls for Service/Referral	15

20.6.3	Performance	15
20.6.4	Conflict of Interest	15
20.6.5	Complaints	15
20.6.6	Traffic Signal Preemption	15
20.6.7	HIPAA Compliance Plan	15
20.6.8	Medicare/Medi-Cal Participation	16
20.7	External Medical Quality Control	16
21.0	PERSONNEL	17
21.1	Personnel Requirements	17
21.1.2	Employee Drug Program	17
21.1.3	DMV Employer Pull Notice Program	18
21.1.4	Criminal Background Checks	18
21.1.5	Uniforms and Decorum	18
21.1.6	Cooperation	18
21.1.7	Employee Ineligibility	18
21.1.8	Compliance with Laws	18
21.1.9	Licensing/Identification	18
21.1.10	Joint Training Exercises	18
21.1.11	Employee Training Records	19
21.1.12	Professionalism	19
21.1.13	Management Oversight	19
21.1.14	Employee Removal	19
21.2	Independent Contractor	19
22.0	RATES FOR AMBULANCE SERVICE	19
22.1	BLS and ALS Service Rates	19
22.1.1	Maximum BLS Service Rate	19
22.1.2	Maximum ALS Service Rate	20
22.1.3	ALS Reimbursement Rate	20
22.1.4	Medical Supply Reimbursement Rate	21
22.1.5	Zero Pay Patients	21
22.1.6	Risk of Non-Payment	21
22.1.7	Medicare Patients	21

22.2	Billing, Audit and Access to Records	22
22.2.1	Billing System	22
22.2.2	Accounting	22
22.2.3	Responsibility for Submission of Claims	22
22.2.4	Medicare Audits	23
22.3	Contractor Monthly Payment	23
22.3.1	Monthly Payments to OCFA	23
22.3.2	Zero Pay Patient Exemption Requests	23
22.3.3	Monthly Payment Report	23
22.3.4	Audit Report	24
22.4	Changed Circumstances	24
23.0	BREACH OF CONTRACT	24
23.1	Breach of Contract	24
24.0	PUBLIC SAFEGUARDS AND EMERGENCY TAKEOVER	25
25.0	CONTRACTOR’S RELIEF UPON TERMINATION	25
26.0	HOLDOVER PROVISION	25
27.0	SUCCESSORS	26
28.0	INTEGRATION	26
29.0	NO WAIVER	26
30.0	THIRD PARTY BENEFICIARIES	26
31.0	EXECUTION OF AGREEMENT	26
32.0	NOTICES	26
33.0	SEVERABILITY	27
34.0	EOA BOUNDARY CHANGE	27
35.0	AMENDMENT	27

36.0 VENUE 27

EXHIBITS

- EXHIBIT "A" - DEPICTION OF SUBJECT EOA
- EXHIBIT "B" - OCFA 2004 FIRE/EMS EMERGENCY AMBULANCE
TRANSPORTATION AND RELATED SERVICES
REQUEST FOR PROPOSALS (RFP NO. JR1494)
- EXHIBIT "C" - CONTRACTOR'S SIGNED, ORIGINAL BID PROPOSAL
SUBMITTED FOR OCFA RFP NO. JR1494
- EXHIBIT "D" - SAMPLE QUARTERLY RESPONSE TIME REPORT

**AGREEMENT BETWEEN
[THE ORANGE COUNTY FIRE AUTHORITY/OR CITY]
AND
[NAME OF CONTRACTOR]
FOR PROVISION
OF
FIRE/EMS EMERGENCY AMBULANCE TRANSPORTATION
AND RELATED SERVICES
WITHIN EXCLUSIVE OPERATING AREA No. ____**

THIS AGREEMENT FOR THE PROVISION OF FIRE/EMS EMERGENCY AMBULANCE TRANSPORTATION AND RELATED SERVICES (the "Agreement") is made and entered into the ____ day of _____, 2009 by and between the [ORANGE COUNTY FIRE AUTHORITY/OR CITY], [a Joint Powers Agency ("JPA") organized pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code/or a California municipal corporation], hereinafter referred to as ["OCFA" or "City"], and [NAME OF CONTRACTOR AND CORPORATE STATUS], hereinafter referred to as "Contractor."

RECITALS

1. The Orange County Fire Authority ("OCFA") is a governmental entity providing fire and life safety services to over one million residents within the County of Orange, California. OCFA is a Joint Powers Agency ("JPA") organized pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the California Government Code. OCFA consists of twenty-two (22) member cities and the County of Orange. Each OCFA JPA member agency individually has the statutory ability to provide fire suppression, protection, prevention and related and incidental services, including emergency ambulance response services, within their respective jurisdictions.

2. By entering into a Joint Powers Agreement, each JPA member agency vested OCFA with the power to exercise each member agency's legal ability to provide fire suppression, protection, prevention and related and incidental services, including emergency medical and transportation services, and other fire related services authorized by law within their respective jurisdictional boundaries. Each OCFA JPA member agency has elected to jointly exercise their powers to provide for such services through the formation of OCFA.

3. The State Legislature has enacted the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act ("EMS Act"), which creates a comprehensive statutory system governing virtually every aspect of prehospital emergency medical services. The purpose of enacting the EMS Act was to achieve state-wide coordination and integration of prehospital emergency medical services.

4. The EMS Act accomplishes this integration through what is essentially a two-tiered system of regulation. At the state level, the Emergency Medical Services Authority ("EMS Authority") performs a number of different functions relating to the coordination of EMS throughout the state. The second tier of governance under the EMS Act is occupied by counties and their local EMS agency ("LEMSA"). The EMS Act authorizes each county's LEMSA to develop an emergency services program. Each county developing such a program is required to designate the county health department as the local EMS agency. In Orange County, this function is performed by the Orange County EMS agency, a

division of the County Health Care Agency ("OCEMS"). All Orange County providers of prehospital emergency medical services are required to operate within the local EMS system developed by OCEMS.

5. The Orange County Board of Supervisors designated OCEMS as the LEMSA for purposes of administering the local EMS Plan within the County. The County, however, does not regulate ambulance transport services within cities. Rather, the County allows cities to administer their EMS/ambulance programs in coordination and cooperation with the local EMS Plan and OCEMS. In 1985, the County of Orange adopted County model ambulance ordinance no. 3517, which is a mechanism for licensure of emergency medical transport services and for establishing transport service areas. The County adopted Ordinance No. 3517 ("model Ambulance Ordinance") with the intention that it serve as a model city ambulance ordinance for adoption by cities within Orange County. Under this approach, the County's EMS Plan allows cities to provide ambulance transport services in accordance with the model Ambulance Ordinance. OCFA administers the ambulance programs on behalf of its member agencies.

6. Health and Safety Code §1797.224 authorizes OCEMS to create exclusive operating areas in the development of its local EMS Plan. The creation of exclusive operating areas is authorized by state law, provided a competitive process is utilized to select service providers pursuant to the local EMS Plan. In Orange County, the competitive process for the selection of ambulance providers within established OCFA exclusive operating areas is administered by OCFA. The competitive process is, however, subject to review and approval by OCEMS. Through input and recommendation of OCFA, exclusive ambulance service areas have been approved and created by OCEMS for all OCFA jurisdictional areas. Only to the extent that OCEMS designates an exclusive operating area, as defined by the EMS Act, consents to the current model Ambulance Ordinance structure, and approves of the competitive process utilized may such services be provided by cities. OCFA and/or its member agencies award ambulance service contracts by acting under the authority of OCEMS and its state approved EMS Plan.

7. The current exclusive operating area contracts for all OCFA jurisdictional areas are set to expire on August 31, 2009. Currently, there are nineteen (19) exclusive operating areas within the OCFA jurisdictional area. Exclusive Operating Area No. _____ (Name of EOA) is more particularly described and depicted in Exhibit "A," which is attached hereto and incorporated herein by reference (hereinafter referred to as the "Subject EOA").

8. OCFA/or City desires to designate Contractor and Contractor desires to be designated by OCFA/or City, as an independent contractor, for purposes of providing exclusive 911-Fire/EMS Emergency Ambulance Transportation and Related Services within the Subject EOA as of September 1, 2009, pursuant to the terms and conditions set forth in this Agreement.

9. For reference, the Orange County Fire Authority shall hereinafter be referred to as "OCFA." [Name of Contractor] ambulance service, which has been selected to provide services within the Subject EOA pursuant to the OCFA 2008 Fire/EMS Emergency Ambulance Transportation and Related Services Request for Proposals (RFP No. JR1494) shall hereinafter be referred to as the "Contractor." The City of [_____] shall hereinafter be referred to as the "City." "Awarding Agency" shall hereinafter either refer to the OCFA Board of Directors or, when applicable, the legislative body that retains emergency ambulance provider contracting and selection authority for the Subject EOA. The County of Orange shall hereinafter be referred to as the "County."

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, and in consideration of the foregoing recitals, which are hereby incorporated by reference into the Agreement below, and the mutual promises, covenants, and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 SCOPE OF SERVICES

1.1 Contractor shall provide exclusive 911-Fire/EMS Emergency Ambulance Transportation and Related Services within the Subject EOA in accordance with the terms and conditions set forth in this Agreement and shall serve at all times as the "Primary Responder" within the Subject EOA. The term "Primary Responder" shall mean the ambulance service operator that is assigned and dispatched first by the OCFA Emergency Communications Center to respond to all calls for emergency medical transportation service within the Subject EOA throughout the term of this Agreement.

1.2 Contractor is hereby assigned and designated as the authorized, exclusive Primary Provider for all 911-Fire/EMS emergency ambulance transportation calls for service within the Subject EOA. OCFA, in cooperation with Contractor, shall provide on-scene Advanced Life Support ("ALS") services, and Contractor shall provide Basic Life Support ("BLS") services and transport patients to medical facilities, when required. The terms Advanced Life Support and Basic Life Support shall mean the same as defined in the EMS Act.

2.0 CONSIDERATION

2.1 In consideration of Contractor's agreement to be designated and to provide and perform the services described herein, OCFA/or City agrees that throughout the term of this Agreement, Contractor shall have the sole and exclusive right to provide all 911-Fire/EMS Emergency Ambulance Transportation and Related Services as the Primary Provider within the Subject EOA, subject to the terms and conditions contained herein.

3.0 CONTRACT DOCUMENTS

3.1 The Agreement between the parties hereto shall consist of the following: (1) this _____ page document, ("this document"); (2) the OCFA 2008 Fire/EMS Emergency Ambulance Transportation and Related Services Request for Proposals (RFP No. JR1494) ("RFP"); and (3) Contractor's signed original bid proposal for RFP No. JR1494 submitted to OCFA, including the Prequalification documents submitted by Bidder for this EOA ("Bid Proposal"), which shall all be referred to collectively hereinafter as the "Agreement" or the "Contract Documents." The RFP and the Contractor's signed Bid Proposal, which are both attached hereto as Exhibits "B" and "C" respectively are hereby incorporated by reference and are made part of this Agreement. All provisions of the RFP and the Bid Proposal shall be binding on the parties. Should any conflict occur or exist in the Contract Documents, the provisions of this document, _____ then the provisions of the RFP, then the provisions of the Bid Proposal shall control.

4.0 MODIFICATION AND AMENDMENTS

4.1 The parties may adjust the specific terms of the Contract Documents where the modification or amendment is not a material change to the contract, as agreed upon by the parties. Any modification or amendment proposed by the Contractor must be submitted in writing to OCFA for consideration. The decision to modify or amend any term or condition of the Contract Documents shall be at the sole discretion of OCFA and/or the Awarding Agency, if applicable. Any agreed upon modification or amendment must be in writing, approved by the OCFA Fire Chief, and signed by all parties, and may be subject to approval by OCEMS and the State EMS Authority.

5.0 CONTRACT ADMINISTRATION

5.1 The OCFA Fire Chief, or his designee(s), shall be the authorized representative of the City concerning all matters that pertain to the Agreement. This Agreement shall be administered and enforced by the OCFA Fire Chief, or his designee(s).

6.0 EFFECTIVE DATE

6.1 The effective date of this Agreement shall be 12:00 a.m., Tuesday, September 1, 2009, ("Effective Date") at which time Contractor shall assume full responsibility for the provision of all 911-Fire/EMS emergency ambulance transportation services within the Subject EOA. The Effective Date may, however, be postponed at the sole discretion of the OCFA Fire Chief in order to protect public health and safety in the event Contractor is for any reason unable to commence performance at that time.

7.0 TERM

7.1 The term of this Agreement is for a five (5) year period, ending on August 31, 2014 with no extensions, unless there are unavoidable or unforeseeable circumstances beyond the control of OCFA that would preclude a new RFP process and contract award. In such circumstances, the contract may be extended up to one additional year.

8.0 TERMINATION

8.1 Either party may terminate this Agreement (1) immediately, upon the breach of this Agreement by the other party or (2) upon 180 days written notice given at the sole discretion of either party regardless of the existence, or non-existence, of any breach of this Agreement by the other party.

8.2 In the event of termination, Contractor may be compensated by responsible parties for those services that have been fully and adequately completed, rendered, and accepted as of the date of termination. Contractor shall provide documentation deemed adequate by OCFA to show the services actually completed and rendered by Contractor prior to the effective date of the termination.

8.3 In the event this Agreement is terminated, in whole or in part, as provided by this Section, OCFA and the Awarding Agency, if applicable, may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

8.4 The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

8.5 In order to protect public health and safety, Contractor hereby agrees to fully cooperate with and to immediately assist OCFA and the City to effectuate a prompt and orderly takeover of 911-Fire/EMS emergency ambulance service within the Subject EOA upon termination of this Agreement, so as to ensure that there will be no service interruption to the public.

9.0 INSURANCE

9.1 Prior to the Effective Date, Contractor shall, at its sole cost and expense, purchase and maintain throughout the term of this Agreement, the following insurance policies:

9.1.1 Commercial General Liability Insurance (Bodily Injury and Property Damage): with a limit not less than \$3,000,000 combined single limit, per occurrence; \$5,000,000 annual aggregate.

9.1.2 Business Automobile Liability Insurance: with a limit not less than \$3,000,000 combined single limit, per occurrence; \$5,000,000 annual aggregate.

9.1.3 Ambulance Medical Malpractice Insurance: with a limit of not less than \$3,000,000 per occurrence; \$5,000,000 annual aggregate.

If the Ambulance Medical Malpractice policy is written as a "claims made" policy, the retro date shall be prior to the first day of service under this Agreement. Furthermore, Contractor shall maintain such coverage, including coverage for "prior acts," for three (3) consecutive years following termination of this Agreement, and thereafter, submit annual evidence of continued coverage. Additionally, Contractor shall provide certified copies of the claims reporting requirements contained within any policy secured to meet this requirement.

9.1.4 Workers' Compensation and Employers' Liability Insurance: meeting statutory limits. Such insurance shall contain a waiver-of-subrogation clause in favor of OCFA, the City, and the County, their officers, elected officials, agents, volunteers, and employees.

9.2 All insurance required pursuant to this Section shall be issued by a company authorized by the Insurance Department of the State of California and rated A-, VII or better by the latest edition of Best's Key Rating Guide, except that OCFA will accept workers' compensation insurance rated B, VII or better or from the State Compensation Fund. The workers' compensation insurance company shall agree to waive all rights of subrogation against OCFA, the City, and the County for losses paid under the terms of the policy, which arose from the work performed by the named insured.

9.3 All insurance policies, except Workers' Compensation and Employers' Liability and Professional Liability, shall contain the following clauses:

9.3.1 "The City, the County, and OCFA are added as additional insureds as respects operations to the named insured performed under contract with the City or OCFA. Such policies shall be primary, and any other policies maintained by or providing protection for the City, the County, or OCFA shall be excess or secondary, but noncontributing."

9.3.2 "This insurance shall not be canceled, limited, or allowed to lapse until after thirty (30) days written notice has been give to the City, the County, and OCFA."

9.4 Upon execution of this Agreement, Contractor shall provide to OCFA, and to the satisfaction of OCFA, certificates of insurance and endorsements evidencing the policies fulfilling the requirements of this Section. If self-insured for workers' compensation, Contractor shall submit to OCFA a copy of its certification of self-insurance issued by the Department of Industrial Relations.

9.5 If Contractor does not keep all of the insurance policies required by this Section in full force and effect at all times during the term of this Agreement, OCFA may elect to treat the failure to maintain the requisite insurance as a breach of contract, which may result in immediate termination of the Agreement.

9.6 At any time during the term of this Agreement, if OCFA reasonably determines, at its sole discretion, that the amounts of insurance held by Contractor pursuant to this Section are no longer sufficient, or that additional types of coverage are needed, Contractor shall modify the existing coverage or obtain additional policies, as OCFA shall reasonably determine. All new policies shall be on the terms and conditions contained herein.

9.7 Contractor shall annually, within ten (10) days of the anniversary of the Effective Date of this Agreement, provide to OCFA evidence that all insurance required pursuant to this Section continues to be in full force and effect.

10.0 ASSIGNMENT

10.1 Except as provided herein, Contractor shall not delegate or assign its rights or otherwise transfer its obligations, in whole or in part, under this Agreement to any other person or entity without the prior written consent of OCFA and the Awarding Agency, if applicable. Any such assignment without the prior written consent of OCFA shall be void and the attempted assignment may constitute a breach of contract.

10.2 The following shall be considered to be a "transfer" for purposes of this Section:

10.2.1 Any change in the business structure, including but not limited to, changes from or to: (a) a sole proprietorship; (b) a partnership, including any change in the partners; (c) a corporation, including any change in the shareholders, whether by operation of law or otherwise;

10.2.2 Bankruptcy, an assignment for the benefit of creditors, or the appointment of a receiver; or

10.2.3 A transfer by any shareholder of greater than ten percent (10%) of the stock issued as of the Effective Date by Contractor, or a sale or transfer of over twenty-five percent (25%) of the assets of Contractor. In the event Contractor experiences regular stock exchanges in excess of the ten percent (10%) threshold, a separate agreement may be negotiated to set a threshold that still provides OCFA and the Awarding Agency, if applicable, with the protections intended. The stock sale of a publicly traded corporation that does not constitute a change in majority ownership will not be deemed a transfer of ownership for purposes of this Section.

11.0 AUDITS AND INSPECTIONS

11.1 **Business Office.** At any time during normal business hours, and as often as may reasonably be deemed necessary by OCFA, OCFA may observe and inspect Contractor's business office, and Contractor must make promptly available to OCFA for its examination all Contractor records that pertain to its performance of the Agreement. OCFA may audit, examine, and copy any and all Contractor records pertaining to its performance of the Agreement, including but not limited to, personnel records, daily logs, conditions of employment, financial/billing records, and all other records or data. OCFA's right to inspect Contractor's business office and any and all records pertaining to its performance of the Agreement will be restricted to normal business hours and reasonable notice shall be given to Contractor in advance of such inspection.

11.2 **Facilities/Vehicles.** OCFA may, at any time and without prior notice, observe and inspect Contractor's vehicles, ambulance dispatch center, maintenance facilities, personnel, and/or any ambulance post location(s). OCFA employees may be assigned to ride as observers on any Contractor vehicle at any time provided, however, that in exercising this right to inspect and observe OCFA employees shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employer-employee relationships.

12.0 COOPERATION

12.1 Contractor shall fully cooperate with OCFA and the Awarding Agency, if applicable, and shall take all actions necessary to ensure that all terms and conditions, and required performance levels, set forth in the Contract Documents are satisfied at all times throughout the term of the Agreement.

13.0 INDEPENDENT CONTRACTOR

13.1 Both parties in the performance of the Agreement shall be acting in an independent capacity and not as agents, employees, partners, or joint ventures with one another. Contractor and its employees are not employees of the City, the County, or OCFA and are not entitled to any of the rights, benefits, or privileges of City, County, or OCFA employees including, but not limited to, medical, unemployment, or workers' compensation insurance.

14.0 INDEMNIFICATION

14.1 **General.** Contractor shall defend, indemnify and hold harmless the City, the County, and OCFA, their officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising out of the acts or omissions of Contractor, its officers, agents, or employees, or the condition of property used, in the performance of the Agreement, excepting acts or omissions directed by the City, the County, and OCFA, their officers, agents, or employees, acting within the scope of their employment, for which the City, the County, and OCFA agree to defend and indemnify Contractor in a like manner.

14.2 **Rates.** Contractor shall defend, indemnify and hold harmless the City, the County, and OCFA, their officers, agents, elected officials, and employees, from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, arising from any and all challenges to the service rates established in the Contract Documents. A challenge to service rates includes, but is not limited to, both procedural and substantive challenges to the adequacy of, or authority to impose, either the BLS service rate, the ALS service rate, the ALS reimbursement rate, and/or the medical supply reimbursement rate as set forth in the Contract Documents.

15.0 COMPLIANCE WITH LAWS

15.1 All services provided and duties performed by Contractor pursuant to this Agreement must be rendered in full compliance with all applicable federal, state, and local laws, rules, statutes, and regulations. It shall be Contractor's sole responsibility to determine which federal, state, and local laws, rules, statutes, and regulations apply to the services and duties to be performed pursuant to this Agreement, and to maintain compliance at all times throughout the term of the Agreement.

16.0 RISK

16.1 Notwithstanding any other term or condition herein, in responding to a call for service, Contractor shall have no claim whatsoever against OCFA, the City, or the County or have any right to recover from OCFA, the City, or the County for the cost of any of the services it renders in its performance of services under this Agreement. Contractor must look solely and exclusively to the service recipient, their insurers, applicable state or federal health care programs, or other responsible party for payment of the services it renders.

16.2 Contractor shall assume the entire risk of non-payment for any and all of the services rendered, duties performed, and charges incurred in connection with its performance of services under

this Agreement, including, but not limited to, all BLS and ALS charges incurred, the ALS reimbursement rate, and/or the medical supply reimbursement rate.

17.0 RESPONSIBILITY

17.1 It shall be the responsibility of Contractor to provide all equipment, to satisfy all terms and conditions set forth in the Agreement, and to perform all required duties, obligations, and responsibilities expressed in the Contract Documents at all times during the term of the Agreement. Contractor may utilize additional resources whenever deemed necessary to perform its emergency ambulance services pursuant to the Agreement. This may include, but is not limited to, use of personnel and/or equipment of another OCFA-approved ambulance provider. This, however, shall not relieve Contractor of its duties and responsibilities under the Agreement, and any additional cost incurred shall not be charged to OCFA, the City, or the County.

18.0 ACTS OR OMISSIONS OF REPRESENTATIVES

18.1 The acts and/or omissions of the owner(s), officers, operators, officials, employees, agents, and representatives of Contractor in the performance of the services and obligations under the Agreement shall constitute the acts and/or omissions of Contractor.

19.0 INSOLVENCY

19.1 Contractor shall not, without the prior written consent of the OCFA Fire Chief, suffer either the appointment of a receiver to take possession of all, or substantially all of the assets of Contractor, or make a general assignment of such assets for the benefit of creditors. Any such action taken or suffered by Contractor under any insolvency or bankruptcy proceeding may constitute a breach of contract by Contractor, and all property assigned by OCFA, the City, and/or the County for safe care shall be immediately "released" to another assigned service provider, as specified by the OCFA Fire Chief.

20.0 OPERATIONAL STANDARDS, PROCEDURES, & PERFORMANCE REQUIREMENTS

20.1 Service Hours

20.1.1 **Service.** Contractor shall provide twenty-four (24) hour 911-Fire\EMS Emergency Ambulance Transportation and Related Services within the Subject EOA, at or above the level agreed to in the Contract Documents, seven (7) days a week throughout the term of the Agreement.

20.1.2 **Field Supervisor.** Contractor shall assign an authorized and qualified field supervisor available to OCFA personnel, either by radio or in person, who shall be physically present within the County of Orange, on a twenty-four (24) hour, seven (7) day per week basis throughout the term of the Agreement.

20.2 Response Times

20.2.1 **Response Time Reporting.** Contractor shall provide quarterly response time reports to OCFA and OCEMS ("Quarterly Response Time Reports") that contain the response time data provided in the sample Quarterly Response Time Report, which is attached hereto as Exhibit "D". Each Quarterly Response Time Report shall be submitted to the OCFA EMS Section Battalion Chief and the OCEMS Program Manager via e-mail (in a format approved by the OCFA EMS Section Battalion Chief) by the 10th day of the month following the end of the quarter. For example, January, February, March reports are due April 10th. If the Quarterly Response Time Reports are not submitted in a timely manner,

Contractor may be assessed a \$500 penalty per occurrence. If the Quarterly Response Time Reports are not submitted to OCFA as prescribed herein two (2) or more times in a single 12-month period, such omissions may constitute breach of contract.

20.2.1.1 **General Requirements.** Contractors must respond to OCFA's requests for emergency ambulance transportation service within the response times set forth in this Section. Response times will be calculated as the actual elapsed time in minutes from the moment the request is received by the Contractor's dispatch center to the time that the Contractor's first ambulance arrives on scene. Where multiple ambulances are dispatched to the same emergency scene, only the response time of the ambulance arriving first will be counted for purposes of calculating the response time. Contractors will be responsible for providing quarterly response time reports to OCFA and OCEMS

20.2.1.2 **Response Time Measurement.** Response times are measured in full minutes, rounded upward. For purposes of measuring compliance and for the imposition of any penalties, any partial minute will be rounded to the next full minute. For example, a response time of 10:01 or 11:00 is counted as eleven minutes.

20.2.1.3 **Definition of Geographical Areas & Response Priority Codes.** The following geographical areas, response priority codes, and definitions will apply with regard to calculating response times (based upon changes in population densities, these geographical area definitions may be changed at the sole discretion of OCFA; OCFA will advise Contractors in writing when these changes occur):

1. **Metro/Urban:** Those areas with a population density greater than 100 persons per square mile;
2. **Suburban/Rural:** Areas with a population density of 7 to 100 persons per square mile. These areas generally include the roads and contiguous canyon areas of the local mountain ranges, including: Brea Canyon, Tonner Canyon, Carbon Canyon, Modjeska Canyon, Silverado Canyon and Trabuco Canyon; the areas of Santiago Canyon Road between Jamboree and Live Oak Canyon Road; and the Ortega Highway (Highway 74) between La Plata Avenue and the County line;
3. **Wilderness:** Those areas with a population density of less than 7 persons per square mile. These are generally the areas of the Cleveland National Forest within the County of Orange, with the exception of incidents on or immediately adjacent to Highway 74;
4. **Code 2:** Emergency ambulance vehicles responding to an emergency scene or request for service expeditiously, without red lights and sirens on.
5. **Code 3:** Emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.

20.2.1.4 **Response Times Required.** Contractors must strictly adhere to the following required response times at a quarterly compliance rate of ninety percent (90%) in each Code 2 and Code 3 category, which shall be reported separately:

1. **Metro/Urban Requirements:**
 - i) Code 3- Response time must not exceed ten (10) minutes, zero (0) seconds.

- ii) Code 2- Response time must not exceed fifteen (15) minutes, zero (0) seconds.

2. Suburban/Rural Requirements:

- i) Code 3- Response time must not exceed twenty (20) minutes, zero (0) seconds.
- ii) Code 2- Response time must not exceed twenty-five (25) minutes, zero (0) seconds.

3. Wilderness Requirements:

- i) Code 3- Response time must not exceed thirty (30) minutes, zero (0) seconds.
- ii) Code 2- Response time must not exceed forty (40) minutes, zero (0) seconds.

20.2.1.5 **Call Cancellation.** In the event a call for service is cancelled prior to arrival, the response will be considered to be within the response time requirement so long as the elapsed time between the call for service and the cancellation does not exceed the applicable response time requirement. In the event the elapsed time between the call for service and the cancellation is in excess of the applicable response time requirement, the call will be considered late.

20.2.2 **Quarterly Response Time Report - Format.** The Quarterly Response Time Reports shall be submitted by Contractor using an electronic spreadsheet format that will be provided to Contractor by OCFA. The Quarterly Response Time Reports shall contain the response time data provided in the sample Quarterly Response Time Report, which is attached hereto as Exhibit "D," for the EOA. Whenever response times in either Code 2 or Code 3 categories fall below the 90% compliance rate in any given quarter, Contractor shall include a narrative assessment as to the cause of any response delay, and, if requested, shall meet and confer with the OCFA EMS Section Battalion Chief for purposes of establishing a plan for avoiding such delay in the future.

20.2.3 **Exemptions to Response Time Requirements.** The response time requirements set forth in this Section may be suspended and not enforced, at the discretion of the OCFA EMS Section Battalion Chief, in unusual circumstances. There shall be no exemption for response delays due to vehicle mechanical problems, driver error, traffic, weather, or mistake. The response time requirements set forth in this Section shall be suspended and not enforced under the following limited circumstances:

20.2.3.1 **High Call Volume:** Responses to calls for service during periods of unusual system overload or high call volume, which shall be at the sole determination of OCFA;

20.2.3.2 **Disasters:** Responses to calls for service during an OCFA declared disaster occurring within an EOA or during a declared disaster in a neighboring jurisdiction, which has requested emergency ambulance transportation or other mutual aid assistance from OCFA. For purposes of this Section, a "declared disaster" means any condition of disaster as declared or affirmed by the OCFA Fire Chief or his designee;

20.2.3.3 **Multiple Ambulance Response:** For responses to calls for service where more than one ambulance is dispatched to the same incident, only the response time of the ambulance first to respond shall be required to meet the required response time requirements;

20.2.3.4 **Response Up/Downgrade:** For Code 3 calls where the response priority code is downgraded to Code 2 by OCFA while the ambulance is en route to the scene, the response time standard for that call shall be recorded as a Code 2 call. If the response priority code is upgraded from Code 2 to Code 3 by OCFA while the ambulance is en route to the scene, the response time standard for that call shall be recorded as the number of minutes for a Code 3 call plus the number of minutes already elapsed, not to exceed the original total minutes for a Code 2 call;

20.2.3.5 **Return of OCFA Personnel:** In the event that an ambulance is delayed in responding to a call for service, or is hindered from providing a timely response, due to the need to comply with the requirement that it return all OCFA personnel to their respective fire stations, as described herein, the response time requirement for that call will be suspended. This exemption will only apply for a call for service dispatch that occurs while the ambulance is waiting for or actually returning OCFA personnel. It shall be the Contractor's responsibility to document such circumstances, including the length of time and the affected call(s) for service. Contractor shall apply for a specific exemption as provided below. Calls for service dispatches that occur after the ambulance has returned OCFA personnel and while returning to any ambulance post location are not eligible for this exemption.

20.2.4 **Procedures to Request Response Time Exemption.** Applications for receiving an exemption to the response time requirements shall be submitted by Contractor to the OCFA EMS Section Battalion Chief for approval. Such requests must accompany the Quarterly Response Time Report for the period in which the exemption is requested. Requests for exemptions outside of the current quarterly reporting period shall not be considered. Each request for exemption shall include the following information: (a) the incident date; (b) the OCFA Incident Number(s); (c) a narrative summary of the incident; (d) explanation for the cause of the response time delay; and (e) the specific exemption requested. The decision to either grant or deny a response time exemption request shall be made by the OCFA EMS Section Battalion Chief within thirty (30) days; the decision to deny may be appealed to the OCFA Fire Chief, whose decision shall be final.

20.2.5 **Use of Alternative Methods to Meet Response Time Requirements.** For purposes of maintaining compliance with the response time requirements established herein, Contractor shall negotiate and enter into a separate mutual aid agreement(s) with neighboring ambulance service operators for the provision of back-up, secondary emergency ambulance transportation services within the Subject EOA. Any secondary ambulance provider(s) selected to provide such services, and any agreement(s) to provide such services pursuant to this Section, shall satisfy the following requirements:

20.2.5.1 All secondary mutual aid provider draft agreements shall be reviewed and approved by OCFA prior to execution of the Agreement and a copy of the final, signed agreement shall be sent to the OCFA EMS Section Battalion Chief;

20.2.5.2 All OCFA-approved secondary mutual aid providers shall be expected to perform back-up emergency ambulance transportation services in accordance with the operational standards, procedures, and performance requirements set forth in the Contract Documents;

20.2.5.3 All OCFA-approved secondary mutual aid providers and their employees shall cooperate with OCFA and shall participate in any audit requested by OCFA concerning their performance; and

20.2.5.4 Notwithstanding the above, Contractor and not the secondary mutual aid provider shall be responsible for ensuring compliance with all terms, conditions, standards, and performance requirements set forth in the Contract Documents, including but not limited to, the imposition of all applicable penalties and payment of all fees and reimbursements.

20.2.6 Disciplinary Actions for Failure to Meet Response Time Requirements / Performance Deficiency

20.2.6.1 Meet and Confer. Should Contractor fail to meet the response time requirements, set forth in this Section, in any quarterly period for any single Code category or for the cumulative total of Code 2 and Code 3 calls, as outlined in Exhibit "D," the OCFA EMS Section Battalion Chief shall notify the Contractor and may meet and confer with the Contractor regarding performance and response time deficiencies. The purpose of this meeting is to notify the Contractor of its deficiencies and to work with the Contractor to ensure proper response time performance in the immediate future.

20.2.6.2 Penalties. At the discretion of the OCFA EMS Section Battalion Chief, monetary penalties may be assessed against the non-compliant Contractor for failure to meet the response time requirements set forth in this Section. For each EOA, quarterly aggregate response times (i.e., in any quarterly period for any single Code category) that are not in compliance with the response time requirements set forth in this Section may result in OCFA assessing the non-compliant Contractor with a monetary penalty according to the following compliance and fine schedule:

<u>Quarterly Responses That Are In Compliance With Response Time Requirements Per Geographical Area (EOA) And Per Response Priority Code:</u>	<u>Penalty Imposed*:</u>
90% or Better	None
85% - 89.9%	\$1,000
80% - 84.9%	\$2,000
Less than 79.9%	\$3,000

*Note: Penalties are for Code 2/Code 3 reported separately and calculated separately within each geographical area in the Subject EOA.

In addition to the above response time penalties, OCFA may assess monetary penalties against Contractor for the following:

20.2.6.2.1 Turned Call Penalties: Any calls for service that are not handled by the Contractor, either through its own equipment and personnel or secondary mutual aid providers, and that require OCFA to request service from another ambulance service operator may result in the assessment of a "Turned Call" penalty in the amount of \$500 per occurrence.

20.2.6.2.2 Late Report/Late Payment Penalties: Any reports, fees, or reimbursements that are required to be submitted to OCFA by Contractor pursuant to the Contract Documents (e.g., Quarterly Response Time Reports, CQI, monthly reimbursements, etc.) and that are not submitted on time may result in the imposition of a \$500 penalty per occurrence.

20.2.6.3 Timely Performance Required. Assessment of penalties pursuant to this Section shall not relieve Contractor of the responsibility to meet all performance expectations as set forth in the Contract Documents. Substandard cumulative response time performance (i.e., below the 90% compliance rate for combined Code 2 and Code 3 calls) in any two (2) quarters in a single twelve (12) month period shall constitute breach of contract.

Failure to timely correct and cure any response time deficiency may constitute a breach of the Agreement. This Agreement requires the highest levels of performance, reliability, and compliance with the established performance criteria and service delivery criteria, and the mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for proper compliance.

20.2.6.4 **Waiver.** Any monetary penalty that may be imposed pursuant to this Section may be waived, upon a showing of good cause, at the sole discretion of the OCFA Fire Chief, whose decision shall be final.

20.3 **Emergency On-Scene Procedures**

20.3.1 Contractor shall perform as a part of the patient care team and shall be able to perform all BLS treatment modalities within its scope of practice, as required by OCEMS.

20.3.2 All EMTs and other ambulance personnel assigned by Contractor to perform services under the Agreement shall:

20.3.2.1 Be trained in Orange County disaster response procedures, multiple victim, and mass casualty incident protocols, pursuant to the Orange County Fire Services Operational Area Annex;

20.3.2.2 Work under the direction of the OCFA Incident Commander and/or the OCFA EMT-Paramedic in charge of the patient(s) and/or incident;

20.3.2.3 Fully cooperate with and abide by the instructions of the OCFA Incident Commander and/or the OCFA EMT-Paramedic in charge of the patient(s) and/or incident;

20.3.2.4 Place their apparatus and equipment at the scene in a safe location or as deemed appropriate by the OCFA Incident Commander and shall be mindful of the need for safe operations, including the avoidance of exhaust fumes;

20.3.2.5 Not interfere with or assist OCFA personnel in any fire fighting or emergency rescue operation;

20.3.2.6 Request a secondary ambulance and/or Contractor field supervisor immediately upon determining that their unit has suffered a mechanical failure or is or may become disabled, or upon the request of an OCFA Incident Commander, and must likewise immediately inform the OCFA Incident Commander of any mechanical failures; and,

20.3.2.7 Be aware that safety is the responsibility of all personnel on scene; ambulance personnel shall not enter or operate in unsafe environments.

20.4 **Disaster Assistance**

20.4.1 During a disaster, declared locally or in a neighboring jurisdiction, strict application of the performance standards set forth in the Contract Documents may be temporarily suspended by OCFA in order to provide an appropriate response. While disaster coordination shall be provided by OCFA, Contractor shall be actively involved in the planning and response to any declared disaster. Upon notification of a disaster by OCFA, Contractor shall immediately commit any and all

available resources and assist OCFA in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. In the event of a disaster, the following shall apply:

20.4.1.1 During such periods, Contractor shall be released from the response time requirements until notified by the OCFA Duty Officer that disaster assistance is no longer needed;

20.4.1.2 When disaster assistance is no longer needed, Contractor shall resume performance pursuant to the Agreement as quickly as is practical considering personnel exhaustion, medical supply restocking needs, and other relevant considerations;

20.4.1.3 While performing disaster assistance, Contractor shall provide supervisory assistance at the command post or emergency operations center as requested and shall use best efforts to provide local emergency coverage; Contractor shall also suspend non-emergency transport services as necessary, informing persons requesting non-emergency transport of the reason for the temporary suspension;

20.4.1.4 During the course of a disaster, OCFA shall work with Contractor to utilize mutual aid providers who are authorized to perform such services within the County to meet the service demands of the disaster; and,

20.4.1.5 Contractor's supervisory personnel shall complete, or show proof of completion, incident command training, hazardous materials training, and supervisory training in cooperation with OCFA.

20.5 Standard of Performance

20.5.1 Contractor shall perform all work and services pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the private, emergency ambulance transportation field in the State of California. Contractor hereby warrants and represents that it is skilled in the professional calling necessary to perform all work and services under the Agreement. Contractor hereby further warrants and represents that all of its employees and authorized subcontractors shall have sufficient skill and experience to perform the work and services assigned to them under the Agreement. Finally, Contractor hereby warrants and represents that it, its employees, and authorized subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work and services under the Agreement, and that such licenses and approvals shall be maintained at all times throughout the term of the Agreement.

20.6 General Provisions

20.6.1 **Return of OCFA Personnel.** OCFA provides Advanced Life Support ("ALS") services from a variety of delivery platforms, including engine and truck companies. In cases where OCFA personnel accompany patients in the ambulance en route to hospitals or to other receiving facilities, and the OCFA ALS unit does not follow-up to the hospital/receiving facility, Contractor shall return those OCFA personnel to their assigned fire station(s) within thirty (30) minutes from the conclusion of the run. The conclusion of the run is defined as the moment when the patient has been transferred into the care of hospital/medical staff, the ambulance crew has completed all required documentation, and the ambulance has been restocked and is ready to be placed back in service. At the conclusion of the run, the ambulance crew is to advise the accompanying OCFA personnel that they are ready to return them to their station. If while returning OCFA personnel to their station, the ambulance

receives another emergency call, the ambulance may accept that call for service and take those returning OCFA personnel to the new call at the discretion of the OCFA personnel on board.

20.6.2 911 Calls for Service/Referral. Contractor shall immediately refer to OCFA any and all incoming calls for 911-Fire/EMS emergency ambulance service that are made by any person directly to a Contractor's ambulance dispatch center or business office.

20.6.3 Performance. The most important aspect of this Agreement is that it stresses "performance." Contractor shall demonstrate a continuous effort to detect and correct service level performance deficiencies, as determined by OCFA, and to continuously upgrade the performance and reliability of the EMS transportation system within the Subject EOA. Contractor's clinical and response time performance shall be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, proper management oversight, employee training and continuing education.

20.6.4 Conflict of Interest. Contractor hereby warrants and represents that it is not, and will not be, violating either directly or indirectly any conflict of interest statute, rule, or regulation by its performance of services under this Agreement.

20.6.5 Complaints. Contractor shall immediately notify OCFA in writing of any complaints, inquiries, or investigations initiated by OCEMS, the California Emergency Medical Services Authority, and/or any other federal, state, or local regulatory agency regarding Contractor services performed pursuant to this Agreement, including but not limited to: level of service; service delivery; service quality; billing practices; medical training and/or care; and personnel. Nothing in this Agreement shall be construed as superseding the authority of OCEMS or any other duly empowered regulatory agency from separately and/or concurrently exercising its authority to provide regulatory oversight and to take action to ensure that Contractor's private, emergency ambulance response services are administered according to law.

20.6.6 Traffic Signal Preemption. Contractor shall be required to purchase, install, and maintain, at its sole cost and expense, City or OCFA-approved traffic signal preemption and security gate access devices/equipment on all ambulances serving the Subject EOA, if required.

20.6.7 HIPAA Compliance Plan. Effective April 14, 2003, or such other implementation date established by law, to the extent that the parties have a "business associate" relationship, the parties shall carry out their obligations under this Agreement in compliance with the privacy regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to the contract. In conformity therewith, both parties agree that they shall:

20.6.7.1 Not use or further disclose PHI except: (i) as permitted under the Agreement (that is, for the purpose of maintaining accurate records of the services provided pursuant to the Agreement and for the billing of such services to patients, guarantors, insurers, carriers or other responsible parties; the issuance of reports to the other party pertaining to same; and related administrative functions pertaining to these activities); (ii) as required for the proper management and administration of ALS and BLS in their capacity as HIPAA "Business Associates" of each other; or (iii) as required by law;

20.6.7.2 Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Agreement;

20.6.7.3 Report to each other any use or disclosure of PHI not provided for by the contract of which a party becomes aware;

20.6.7.4 Ensure that any agents or subcontractors to whom either party provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to both parties with respect to such PHI;

20.6.7.5 Make PHI available to the individual who has a right of access as required under HIPAA;

20.6.7.6 Make available for amendment and incorporate any amendments to PHI when notified to do so by either party;

20.6.7.7 Make available to either party the information required to provide an accounting of the disclosures of PHI made by the one party on the other party's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;

20.6.7.8 Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining either party's compliance with HIPAA and the Privacy Regulations; and

20.6.7.9 Upon termination of the Agreement, return or destroy all PHI received from, or created or received by one party on behalf of the other party. In the event the return or destruction of such PHI is infeasible, both parties' obligations under this Section shall continue in full force and effect so long as either party possesses any PHI, notwithstanding the termination of the Agreement for any reason.

20.6.8 Medicare/Medi-Cal Participation. Contractor hereby warrants and represents that it is an enrolled provider in good standing in the Medicare and Medi-Cal programs and is not the subject of any pending actions, investigations, or prosecutions, whether civil, criminal, or administrative, relating to its billing or reimbursement practices, and that Contractor shall not employ or utilize individuals for the performance of services hereunder who have been excluded from any state or federal health care program. Contractor further warrants and represents that: (i) it is not currently excluded, or threatened with exclusion, from participating in any federal or state funded health care program, including but not limited to Medicare and Medi-Cal, and (ii) it has never been excluded by any of the aforementioned programs. Contractor shall promptly notify OCFA of any imposed exclusions or sanctions covered by this warranty, and OCFA reserves the right to terminate the Agreement upon receipt of such notice.

20.7 External Medical Quality Control

20.7.1 The OCEMS Medical Director, or his designee(s), has both the authority and responsibility to routinely establish and monitor private, emergency ambulance system performance, including but not limited to: ambulance equipment standards; medical protocols; personnel standards; training standards; medical dispatch procedures; first responder practices and training; medical control; and to effect corrective and disciplinary action as necessary.

20.7.2 Contractor shall fully comply with all federal, state, and local medical standards, protocols, and rules and regulations applicable to the provision of private, emergency BLS ambulance transportation, including those established by OCEMS. Contractor shall at all times during the term of this Agreement fully cooperate with the OCEMS Program Manager and the OCEMS Medical Director in the monitoring, regulation, management, oversight, and administration of the County EMS system.

21.0 PERSONNEL

21.1 Personnel Requirements

21.1.1 Employee Performance. Contractor shall employ only competent and trained personnel, and shall provide a sufficient number of employees to perform the services provided under the Contract Documents. Each Contractor must comply with the following personnel requirements:

21.1.1.1 All Contractor employees and ambulance personnel shall be sufficiently trained and capable to ensure the safe and proper discharge of their service responsibilities;

21.1.1.2 All Contractor ambulance personnel must possess valid California Driver's Licenses in the proper class, including any required certifications, and must be compliant with all relevant provisions of the California Vehicle Code, Health and Safety Code, and all other laws applicable to private, emergency ambulance response personnel.

21.1.2 **Employee Drug Program.** Contractor shall have an employee alcohol and drug program that includes at a minimum, an alcohol and drug free workplace policy, and an employee alcohol/drug-testing program that complies with the U.S. Department of Transportation requirements to the extent allowed by law, including random alcohol and drug testing. Any Contractor employee found working under the influence of alcohol or drugs shall be immediately removed from performing any further duties under this Agreement. The alcohol and drug program shall meet the following requirements:

21.1.2.1 A contract with a program administrator and authorized lab certified by the U.S. Department of Transportation; and

21.1.2.2. Procedures and components substantially as in Part 40 of Title 49 of the Code of Federal Regulations for pre-employment; and

21.1.2.3 Procedures and components substantially as in Part 382 of Title 49 of the Code of Federal Regulations for rehabilitation, return-to-duty and follow up testing; and

21.1.2.4 Procedures and components for random testing following U.S. Department of Transportation guidelines, and additional tests as required following accidents, rehabilitation, return-to-service, and other circumstances providing reasonable suspicion to test; and

21.1.2.5 Upon request by the OCFA EMS Section Battalion Chief, yearly reports of the random testing component shall be filed by the program administrator, in redacted form concealing employee identifiable information, with OCFA; and

21.1.2.6 Contractor and program administrator's alcohol and drug program records shall be made available, in redacted form concealing individual employee identities, to OCFA upon request; and

21.1.2.7 Contractor employees must show a valid California driver's license at the time and place of testing; and

21.1.2.8 All test results are kept confidential except that OCFA is authorized to receive copies, in redacted form concealing individual employee identities, for its administrative purposes, and except as otherwise authorized or required by law.

21.1.3 DMV Employer Pull Notice Program. Contractor shall participate in the California Department of Motor Vehicles (DMV) Employer Pull Notice Program at all times throughout the term of the Agreement.

21.1.4 Criminal Background Checks . Contractor shall not employ in the performance of services pursuant to the Agreement any EMT or ambulance personnel or employee convicted of or having pled nolo contendere to a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud, or misdemeanor or felony driving while under the influence of alcohol or drugs. If any Contractor employee is charged with any of the above-listed crimes, Contractor shall immediately suspend that employee from performing any further duties under the Agreement pending the outcome of the criminal case. It shall be the responsibility of Contractor to ensure that criminal background checks are performed on all Contractor employees prior their assignment of any duties within the Subject EOA under the Agreement.

21.1.5 Uniforms and Decorum. Contractor employees shall maintain acceptable standards of dress, including the wearing of Contractor-issued uniforms, and cleanliness while on duty in the community and must at all times conduct themselves in a professional manner.

21.1.6 Cooperation. All Contractor employees shall fully cooperate with and abide by the instructions of OCFA personnel while on scene at an emergency incident.

21.1.7 Employee Ineligibility. If any Contractor employee becomes ineligible to provide services under the Agreement, Contractor shall immediately notify the OCFA EMS Section Battalion Chief in writing of such ineligibility and the reason(s) therefore.

21.1.8 Compliance with Laws. Contractor shall ensure that all of its employees and ambulances that are used in the performance of services under the Agreement are at all times during the term of the Agreement in full compliance with all federal, state, and local laws, rules, statutes, and regulations, including but not limited to: the California Vehicle Code; the California Health & Safety Code; Orange County Ordinance No. 3517; applicable City ambulance ordinances; and any and all applicable OCEMS or State EMS Authority policies, standards, procedures, regulations, and/or protocols. All Contractor employees shall have in their possession, at all times while on duty, applicable licenses, certifications, and/or permits, as may be required by the agencies and authorities listed herein.

21.1.9 Licensing/Identification. All Contractor emergency response personnel assigned to perform services under the Agreement shall furnish to any OCFA personnel, upon request, any required licenses, certifications, and/or permits, including proper identification, for purposes of verifying validity, ensuring compliance with licensing, certification, and permitting requirements, and for the proper reporting of employee performance-related issues to Contractor.

21.1.10 Joint Training Exercises. The OCFA EMS Section Battalion Chief may request Contractor to participate, at its sole cost and expense, in emergency response joint training exercises to improve the capability and coordination of both OCFA and Contractor's response to a given emergency or disaster. Such training shall be scheduled and mutually coordinated by the OCFA EMS Section Battalion Chief and Contractor. Such training shall not exceed twenty (20) hours per year per

EOA. Any additional training that may be deemed necessary by OCFA shall be attended by Contractor's personnel upon reasonable notice and at the sole cost and expense of Contractor. Such additional training may include, but is not limited to, mass casualty, weapons of mass destruction, and/or other emergency response training.

21.1.11 Employee Training Records. Contractor shall promptly make available to the OCFA EMS Battalion Chief, upon request, any and all Contractor personnel training records for those employees who perform any duties or services under the Agreement;

21.1.12 Professionalism. All Contractor employees shall perform the duties, obligations, and services required under the Agreement in an ethical, professional, and orderly manner and shall endeavor at all times to obtain and keep the confidence of the public. Contractor employee performance of all terms and conditions contained in the Contract Documents shall be monitored, maintained, and enforced at all times during the term of the Agreement by the OCFA EMS Section Battalion Chief.

21.1.13 Management Oversight. Contractor shall utilize management practices that ensure that its emergency response personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted, overworked, or exhibiting impaired judgment or motor skills while performing any duties or services under the Agreement.

21.1.14 Employee Removal. At the request of the OCFA EMS Section Battalion Chief, and based on a demonstrated pattern of either poor performance or service-related complaints, as determined by the OCFA EMS Section Battalion Chief, Contractor shall immediately remove certain personnel from performing further services or duties under the Agreement.

21.2 Independent Contractor

21.2.1 Neither OCFA, the City, or the County, or any of their officers, elected officials, agents, representatives, or employees shall have any control whatsoever over the conduct of Contractor's employees, except as set forth in the Agreement. Contractor shall not represent that either it or its agents or employees or officers are in any manner agents or employees of the County, the City, or OCFA, it being understood that Contractor, its agents, employees, and officers are as to the County, the City, and OCFA wholly independent contractors and that Contractor's obligations to the City and OCFA are solely those that are set forth by this Agreement. Contractor hereby further acknowledges and agrees that the City, the County, and OCFA shall have no responsibility whatsoever for salary, health benefits, retirement benefits, taxes, or any other benefits of any kind that may be due to Contractor's employees.

22.0 RATES FOR AMBULANCE SERVICE

22.1 BLS and ALS Service Rates

22.1.1 Maximum BLS Service Rate. The Orange County Board of Supervisors establishes the maximum Basic Life Support ("BLS") service rate ("BLS Service Rate") that may be charged by Contractor to its patients for the provision of emergency ambulance transportation services. Contractor shall not charge more than the maximum BLS Service Rate approved by the Orange County Board of Supervisors for each BLS patient transport. BLS means the same as is defined in the EMS Act. The BLS Service Rate is reviewed annually by OCEMS, which makes rate adjustment recommendations to the Board of Supervisors. As such, the maximum approved BLS Service Rate is subject to change at any time during the contract term. The maximum BLS Service Rate (as of July 1, 2008) is as follows:

<u>Type of Charge</u>	<u>Maximum Rate</u>
BLS Service Rate	\$671.75 per BLS transport

22.1.2 Maximum ALS Service Rate. The OCFA Board of Directors establishes the maximum Advanced Life Support (“ALS”) service rate (“ALS Service Rate”) that may be charged by Contractor for OCFA-provided emergency ALS services to patients transported either ALS or BLS, subject to approval by the Orange County Board of Supervisors. For those calls for service in which ALS services are provided by OCFA to patients that are transported either ALS or BLS, Contractor shall be responsible for charging and collecting the ALS Service Rate, in addition to Contractor’s BLS Service Rate. Contractor shall not charge more than the maximum ALS Service Rate approved by the OCFA Board of Directors. ALS means the same as is defined in the EMS Act. The ALS Service Rate is reviewed annually by OCFA. The maximum approved ALS Service Rate is subject to the same annual percentage adjustment increase as the County’s emergency BLS base rate increase, if any. The approved maximum ALS Service Rate (as of July 1, 2008) is as follows:

<u>Type of Charge</u>	<u>Maximum Rate</u>
ALS Service Rate	\$355.75 per ALS service w/transport

22.1.3 ALS Reimbursement Rate. The OCFA Board of Directors establishes the OCFA ALS reimbursement rate (“ALS Reimbursement Rate”), which Contractor shall pay OCFA for ALS services provided to patients that are transported either ALS or BLS in order to cover OCFA’s costs for providing such services. Contractor shall pay OCFA the established ALS Reimbursement Rate for each call for service in which OCFA provides ALS services to patients that are transported either ALS or BLS.

22.1.3.1 Medicare Patients. The ALS Reimbursement Rate for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is based on the Medicare allowed amounts for each Contractor. The ALS Increment is defined as the difference between the Medicare allowed amount for a given ALS service (i.e., ALS-1E or ALS-2) and the Medicare allowed amount for BLS emergency services, prior to the 20% co-payment deduction.

22.1.3.1.1 ALS-1 Emergency Services. The ALS Reimbursement Rate for ALS-1 emergency transports and ALS-1 emergency assessments with BLS transports for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is the ALS Increment, which is the difference between the Medicare allowed amount for ALS-1 emergency services and the Medicare allowed amount for BLS emergency services for a given Contractor, prior to the 20% co-payment deduction.

22.1.3.1.2 ALS-2 Services. The ALS Reimbursement Rate for ALS-2 services for Medicare patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is the ALS Increment, which is the difference between the Medicare allowed amount for ALS-2 services and the Medicare allowed amount for BLS emergency services for a given Contractor, prior to the 20% co-payment deduction.

22.1.3.2 Annual Adjustments. The ALS Reimbursement Rate is reviewed annually by OCFA. The ALS Reimbursement Rate payable to OCFA by Contractor for all ALS

services provided to patients, excluding Medicare patients and patients covered under Medi-Medi or Medicare + Choice plans (e.g., Secure Horizons) that use Medicare rates as a basis for payment in full, is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any.

22.1.3.3 **ALS Reimbursement Rate.** As of July 1, 2008, the approved ALS Reimbursement Rate is as follows:

	<u>Type of Charge</u>	<u>Amount</u>
1.	ALS Reimbursement Rate	\$252.00 per transport w/ALS services
2.	ALS Reimbursement Rate for Medicare patients or patients with Medi-Medi or Medicare+Choice plans	ALS-1E or ALS-2 Increment

22.1.4 **Medical Supply Reimbursement Rate.** The OCFA Board of Directors establishes the medical supply reimbursement rate ("Medical Supply Reimbursement Rate"), which Contractor shall pay OCFA per BLS/ALS transport. Contractor shall pay OCFA the Medical Supply Reimbursement Rate for each BLS/ALS patient transport to cover OCFA's costs for providing expendable medical supplies to Contractor. The Medical Supply Reimbursement Rate is reviewed annually by OCFA. The Medical Supply Reimbursement Rate is subject to the same annual percentage adjustment increase as the County's emergency BLS base rate increase, if any. As of July 1, 2008, the Medical Supply Reimbursement Rate shall be as follows:

<u>Type of Charge</u>	<u>Amount</u>
Medical Supply Reimbursement Rate	\$28.15 per transport (BLS/ALS)

22.1.5 **Zero Pay Patients.** OCFA will not require Contractor to pay the established ALS Reimbursement Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for "zero pay patients." "Zero pay patients" are those calls for service to patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California Child Services ("CCS"); and/or (d) County Medical Services for the Indigent ("County/MSI")). Patients who have other means of payment or who are covered by additional or supplemental insurers, other than subsidized health care programs, are not "zero pay patients." Contractor may seek relief from making the required reimbursement payments to OCFA by applying for a Zero Pay Patient Exemption, as provided below.

22.1.6 **Risk of Non-Payment.** Except as provided otherwise herein, Contractor assumes the entire risk of non-payment for any and all of the services rendered and the charges incurred in connection with its performance under the Agreement, including all BLS and ALS charges incurred, as well as all ALS reimbursements and medical supply reimbursements regardless of whether Contractor receives payment for services from any source.

22.1.7 **Medicare Patients.** Contractor shall not charge Medicare patients more than the maximum Medicare rate.

22.2 Billing, Audit and Access to Records

22.2.1 **Billing System.** Contractor shall only bill for services according to the approved service rates and schedules set forth in the Contract Documents and as authorized by OCEMS, with no additional fees or charges imposed unless approved in writing in advance by the OCFA Fire Chief and/or the awarding agency, if applicable. Prior to the Effective Date, Contractor shall establish an auditable billing system approved by OCFA, which shall be available for review by OCFA on a periodic basis. Contractor's patient billing/records system shall be organized so that search and retrieval of all billing records can readily be made by OCFA according to the following individual criteria:

Patient Name	ALS	911 Calls
BLS	ALS Assessment/BLS Transport	Day/Month/Year
BLS Transport	ALS Transport	OCFA Incident No.

22.2.2 **Accounting.** Contractor shall maintain accurate and complete records of all patient accounting, including but not limited to: (i) all patient invoices, (ii) all patient/insurer payments; (iii) all BLS service charges; (iv) all ALS service charges; (v) all ALS reimbursement payments; (vi) all medical supply reimbursements; (vii) all invoices, payments, and correspondence to and from private insurers, federal or state health care programs, and other responsible third parties; and (viii) all records evidencing payments made by Contractors to OCFA in connection with its performance under the Agreement. Such accounting shall be performed by Contractor in accordance with generally accepted accounting principles and practices consistently applied. OCFA shall have access to such records and information upon seventy-two (72) hours advanced written notice at all times during normal business hours for the purpose of inspection, audit, review, evaluation, and duplication. Contractor shall, at no cost to OCFA, provide proper facilities for OCFA's access, inspection, audit, review, evaluation, and duplication of such information.

22.2.3 **Responsibility for Submission of Claims.** Contractor shall be responsible for submitting claims for services provided hereunder, and may utilize the services of a third party billing agent for this purpose. In the event that a third party billing agent is used, Contractor shall inform the billing agent of the provisions of the Contract Documents. Contractor shall be responsible to bill for all transports in which ALS services are rendered, specifically including the performance of ALS assessments as defined in 42 C.F.R. §414.605, in accordance with applicable Medicare guidelines for the level of service provided.

22.2.3.1 **Submission of Claims.** For services provided pursuant to the contract, Contractor shall submit one claim covering both ALS and BLS services to the appropriate carrier or payer utilizing Contractor's provider number. In no event shall more than one claim per trip be submitted where not permitted by law.

22.2.3.2 **Sharing of Information and Documentation and Respect of Privacy.** Contractor shall permit access by OCFA to Contractor's respective books and records as they relate to billing and reimbursement for services hereunder. Contractor shall share all patient care and billing information necessary to properly submit Medicare claims, including patient care reports and billing slips. Contractor shall within thirty (30) days of receiving any requests for information or documents from the patient, the Centers for Medicare and Medicaid Services (CMS) (formerly HCFA) or its authorized carrier or intermediary, other payment source, or other state or federal agency with oversight of the billing and patient care practices of the parties pursuant to the contract, make available to OCFA any and all such records requested. All information or documents exchanged between the parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws

and rules, including the privacy rule established under the Health Insurance Portability and Accountability Act (HIPAA). Both parties will agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

22.2.4 Medicare Audits. In the event that Contractor is obligated to repay any amounts, related to ALS billed services or medical supplies, to Medicare or other carrier pursuant to a post-payment audit, OCFA shall repay Contractor the ALS Reimbursement Rate or Medical Supply Reimbursement Rate, as applicable, on those claims for which payment is recouped by Medicare or other carrier. However, OCFA will only be responsible for repaying the Contractor in two situations: when a claim is downgraded by the Medicare contractor from an ALS-1E call to a BLS emergency call, or from an ALS-2 to an ALS-1E call. In these situations, OCFA will only repay the Contractor an amount equal to the total ALS Increment (i.e., when a call is downgraded from ALS to BLS) or a portion of the ALS Increment, which is the difference between the ALS Increment of an ALS-2 services and the ALS Increment of an ALS-1E service (i.e., when a call is downgraded from an ALS-2 to an ALS-1E). The Contractor shall supply documentation supporting the overpayment demand by the Medicare Contractor prior to any OCFA repayment.

22.3 Contractor Monthly Payment

22.3.1 Monthly Payments to OCFA. All ALS reimbursements and medical supply reimbursements, as required in this Section, (hereinafter referred to as "Monthly Payments") shall be promptly paid by Contractor to OCFA beginning ninety (90) days from September 1, 2009, and such payments shall continue to be promptly remitted by Contractor to OCFA thereafter within ninety (90) days after the first day of each month throughout the contract term. Zero Pay Patient Exemptions may be requested by Contractor for each qualifying call by following the procedures below. A penalty of \$500 may be imposed for each late payment. If Contractor's monthly payments are sixty (60) days late (or more), Contractor may be assessed a 1½% late fee for each month that payments are not made. Failure to make timely Monthly Payments may be deemed breach of contract.

22.3.2 Zero Pay Patient Exemption Requests. Contractor shall submit to OCFA for approval all Zero Pay Patient Exemption requests and all documentation justifying each request. Zero Pay Patient Exemption requests shall be submitted by Contractor with its monthly ALS reimbursement and medical supply reimbursement payments for the month in which the exemption is requested and must be reflected as a credit on the current Monthly Payment remittance. Requests for exemptions outside the current monthly payment period will not be considered, except as provided herein. Each Zero Pay Patient Exemption will be evaluated and either granted or denied at the sole discretion of the OCFA EMS Section Battalion Chief. Contractor shall be notified in writing by the OCFA EMS Section Battalion Chief if any exemption request will be denied within thirty (30) days of receipt of the request. The decision may be appealed by the Contractor to the OCFA Fire Chief, whose decision shall be final. In the event a Zero Pay Patient Exemption request is denied, Contractor shall adjust its next Monthly Payment remittance for the amount of the credit denied. Exemption requests for "Retro Credits" must be made within the month the Contractor receives notification of the retroactive enrollment in a qualified zero pay patient program.

22.3.3 Monthly Payment Report. Contractor shall submit a Monthly Payment Report (in electronic format) to the OCFA Accounts Receivable Section along with all Monthly Payments. The Monthly Payment Report shall contain the following information:

- a. EOA number;
- b. Name of responsible party invoiced per transport;
- c. Patient name and address;

- d. Indicate BLS, ALS, or ALS Assessment/BLS Transport;
- e. Date of call for service;
- f. OCFA incident number;
- g. ALS reimbursement amount remitted to OCFA per transport; and,
- h. Medical supply reimbursement amount remitted to OCFA per transport.

22.3.4 Audit Report. An audit concerning Monthly Payments may be conducted at the sole discretion of OCFA at any time throughout the contract term. If instructed, Contractor shall promptly produce an audit list (in an approved electronic format) to OCFA auditors, which contains the following information:

- a. Name of responsible party invoiced per transport;
- b. Patient name and address;
- c. Indicate BLS, ALS, or ALS Assessment/BLS Transport;
- d. Date of call for service;
- e. OCFA incident number;
- f. Amount invoiced per transport;
- g. Amount recovered per transport;
- h. Any exemption requests for transports included in the audit sample; and,
- i. Any other requested relevant information required to perform an audit.

22.4 Changed Circumstances. In the event that unforeseen changes in either the health care industry or laws (federal, state, or local laws, rules, regulations or statutes) seriously affect the Contractors' ability to continue to perform the services and at the rates required under the Contract Documents, Contractor may petition OCFA for a re-evaluation of the level of service and/or established maximum rates or approved Contractor rates, including the maximum ALS Reimbursement Rate and the Medical Supply Reimbursement Rate, as well as the exemption process. Contractor shall be required to provide such proof as necessary to show that the continuance of the current services, rates, charges, reimbursements, etc. are so economically harmful to Contractor so as to place Contractors in danger of having to default on the contract. This may include requiring Contractor to hire, at its sole cost and expense, an approved independent auditing firm. It shall be at the sole discretion of the OCFA Fire Chief and/or the awarding agency, if applicable, whether to agree to any modifications of the Contract Documents. The parties may by written amendment adjust the terms of the Contract Documents where circumstances beyond the control of either party require modification or amendment.

23.0 BREACH OF CONTRACT

23.1 Breach of Contract. In the event of a breach of this Agreement by Contractor, OCFA and the Awarding Agency, if applicable, may, in its sole and absolute discretion, elect to (1) give Contractor an opportunity to cure the breach, or (2) immediately terminate the Agreement, or (3) terminate the Agreement after giving 180 days written notice of its intent to do so, whether or not a breach has occurred. Similarly, in the event of a breach of this Agreement by OCFA and/or the Awarding Agency, if applicable, Contractor may in its sole and absolute discretion, elect to give (1) OCFA and/or the Awarding Agency, if applicable, an opportunity to cure the breach, or (2) immediately terminate the Agreement, or (3) terminate the Agreement after giving 180 days written notice of its intent to do so to OCFA and/or the Awarding Agency, if applicable, whether or not a breach has occurred.

24.0 PUBLIC SAFEGUARDS AND EMERGENCY TAKEOVER

24.1 This Agreement is structured with the objective of protecting public health and safety at all times and to protect the public from any loss of service or loss of life as a result of termination of this Agreement.

24.2 In the event of termination, Contractor shall fully cooperate with and shall immediately assist OCFA, the City, and the successor ambulance service operator to effectuate an immediate, efficient, and orderly takeover of all 911-Fire/EMS emergency ambulance services within the Subject EOA so as to ensure that there will be no service interruption to the public.

25.0 CONTRACTOR'S RELIEF UPON TERMINATION

25.1 The provisions of this Section are specifically understood and agreed to by Contractor as being reasonable and necessary in light of the serious public health and safety aspects associated with the provision of services under the Agreement. Any legal action taken by Contractor to challenge either a termination or emergency takeover of this Agreement shall only be initiated by Contractor after the emergency takeover, as provided in Section 24.0 above, has been completed, and shall not under any circumstances whatsoever be allowed to delay the process of takeover by OCFA. Contractor's cooperation with, and full support of, such emergency takeover process shall not in any way jeopardize or limit Contractor's right to recover damages should a court of competent jurisdiction determine that OCFA or the Awarding Agency wrongfully terminated the Agreement. Contractor hereby specifically waives any right to seek any type of declaratory or equitable relief, including but not limited to a restraining order or injunction, against either the termination or an emergency takeover.

26.0 HOLDOVER PROVISION

26.1 For purposes of protecting public health and safety, in the event this Agreement is terminated, or if no extension of the Agreement is awarded at the end of the initial term of the Agreement, or if Contractor is not awarded a subsequent exclusive operating contract for the Subject EOA upon termination of this Agreement, Contractor hereby agrees to continue providing services under the Agreement until the successor ambulance service operator takes over ambulance service operations and assumes full responsibility for the provision of 911-Fire\EMS emergency ambulance transportation and related services within the Subject EOA. Under such circumstances, Contractor shall serve as a holdover exclusive operator until such time as the successor ambulance service operator takes over ambulance service operations and assumes responsibility for the provision of 911-Fire\EMS emergency ambulance transportation and related services within the Subject EOA.

26.2 OCFA recognizes that if a competing ambulance service operator is awarded an exclusive operating area agreement for the Subject EOA upon termination of this Agreement, Contractor may reasonably begin to prepare for the transition of services to the new provider either prior to the Agreement termination date or during the holdover period described in Section 26.1 above. OCFA and the Awarding Agency, if applicable, shall not unreasonably withhold its approval of any Contractor request to begin an orderly transition process, including reasonable plans to relocate Contractor staff, scale down or reduce certain inventory, supplies, or otherwise, so long as such transition activities and/or reductions do not impair or impede Contractor's ability to perform services under the Agreement and provided such transition activities and/or proposed reductions receive the prior written consent of the OCFA Fire Chief and the Awarding Agency, if applicable.

26.3 In order to protect public health and safety, Contractor hereby agrees to fully cooperate with and to immediately assist OCFA, the City, and the successor ambulance service operator to effectuate a prompt, efficient, and orderly takeover of all 911-Fire/EMS emergency ambulance services

within the Subject EOA upon termination of this Agreement, so as to ensure that there will be no service interruption to the public.

27.0 SUCCESSORS

27.1 Each of the terms and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every one of the heirs, executors, administrators, successors, assignees, and legal representatives of the parties.

28.0 INTEGRATION

28.1 This Agreement, including all exhibits attached hereto and incorporated herein by reference, supersedes all previous communications, transactions, and understandings, whether oral or written, and constitutes the sole and entire Agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to, these terms or conditions is binding on either party unless made in writing and signed by a duly authorized representative of both parties.

29.0 NO WAIVER

29.1 No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any breach, default, or condition hereunder must be in writing and shall not be construed as a waiver of any other breach or default concerning the same or any other provision of this Agreement.

29.2 The waiver by OCFA of any breach by Contractor of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach or default by Contractor either of the same or a different provision of this Agreement.

30.0 THIRD PARTY BENEFICIARIES

30.1 The terms of this Agreement are intended to confer benefits only on the parties to this Agreement. No rights of action shall accrue to any other persons or entities under this Agreement.

31.0 EXECUTION OF AGREEMENT

31.1 The person(s) executing this Agreement hereby warrant and represent that the execution of this Agreement and the performance of the terms and conditions of this Agreement have been authorized by all requisite corporate, federal, state, municipal or other entity requirements and that the undersigned have the right, power, legal capacity and authority to execute, to bind Contractor, and to enter into this Agreement.

32.0 NOTICES

32.1 Any notices required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by U.S. Mail, First Class, postage prepaid, return receipt requested, and addressed as follows:

Orange County Fire Authority:

Orange County Fire Authority
Attn.: EMS Section Battalion Chief
One Fire Authority Road
Irvine, California 92602

[Name of City or Awarding Agency]: [City]

[Address]

[Name of Contractor]: [Contractor]

[Address]

33.0 SEVERABILITY

33.1 If any term or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remainder of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

34.0 EOA BOUNDARY CHANGE

34.1 Unincorporated service areas are subject to annexation or incorporation at any time as determined by the Orange County Local Agency Formation Commission ("LAFCO"). The Subject EOA may be changed, adjusted, or redrawn by OCEMS at any time during the term of the Agreement. OCFA has no control over such unanticipated service area and/or jurisdictional changes. This Agreement, if affected by a service area or jurisdictional change imposed by LAFCO, OCEMS, or otherwise, is subject to review, approval, and/or termination by the new governing authority, if any.

35.0 AMENDMENT

35.1 No modification, amendment, addition to, deletion, or alteration of the terms of this Agreement, whether written or oral, shall be valid unless made in writing and formally approved and executed by both parties.

36.0 VENUE

36.1 This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows, to be effective on the Effective Date as set forth above.

“CONTRACTOR”:

_____ Date: _____

Name: _____

Title: _____

_____ Date: _____

Name: _____

Title: _____

“ORANGE COUNTY FIRE AUTHORITY”:

By: _____ Date: _____

_____, Chairman
Orange County Fire Authority
Board of Directors

APPROVED AS TO FORM:

Terry C. Andrus
General Counsel

By: _____
[Name]

ATTEST:

By: _____
Jill Ingram, Clerk of the Authority

-----*** OR ***-----

[NAME OF CITY RETAINING AWARD/CONTRACTING AUTHORITY]:

By: _____ Date: _____

[Name of Mayor or City Manager]
[Name of City]

APPROVED AS TO FORM:

By: _____
[Name of City Attorney]

ATTEST:

By: _____
[Name of City Clerk]

EXHIBIT "A"

DEPICTION OF SUBJECT EOA

Model Fire/EMS Emergency Ambulance Transportation
Exclusive Operating Area Agreement
May 2008

EXHIBIT "B"

OCFA 2008 FIRE/EMS EMERGENCY AMBULANCE TRANSPORTATION AND RELATED SERVICES REQUEST FOR PROPOSALS (RFP NO. JR1494)

Model Fire/EMS Emergency Ambulance Transportation
Exclusive Operating Area Agreement
May 2008

EXHIBIT "C"

CONTRACTOR'S SIGNED, ORIGINAL BID PROPOSAL SUBMITTED FOR OCFA RFP NO. JR1494

EXHIBIT "D"

SAMPLE QUARTERLY RESPONSE TIME REPORT

Model Fire/EMS Emergency Ambulance Transportation
Exclusive Operating Area Agreement
May 2008

EXHIBIT "D"

SAMPLE QUARTERLY RESPONSE TIME REPORT

Contractor Name: _____
 EOA Name: _____
 EOA Number: _____
 Quarter Ending: _____

Completed by: _____
 Title: _____
 Date: _____

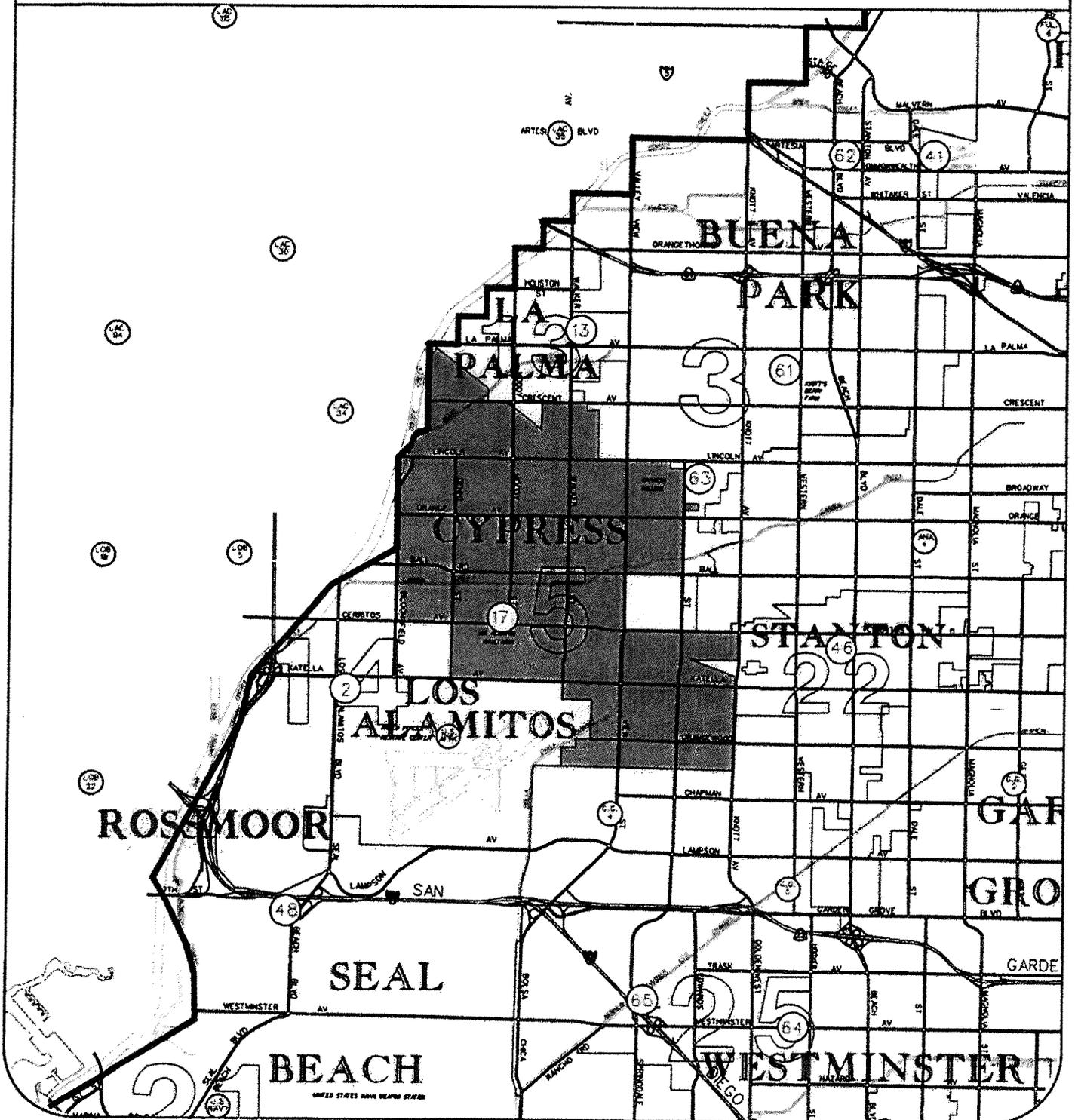
	Metro/Urban			Suburban/Rural			Wilderness			Totals		
	Code 2	Code 3	Combined	Code 2	Code 3	Combined	Code 2	Code 3	Combined	Code 2	Code 3	Combined
Number of patients transported												
Number of responses												
Number of "on-time" responses												
Percentage of "on-time" responses*												
Number of calls for service that were refused or not accepted by the Contractor												
Number of calls referred to approved, secondary mutual aid providers												

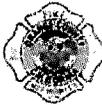
*If percentage of "on-time" responses in either Code 2 or Code 3 categories falls below 90% regardless of geographical area, include a narrative assessment as to the cause of any response delay below. (Attach additional sheets and documentation, as needed.) At his discretion, the OCFA EMS Battalion Chief shall meet and confer with the Contractor for purposes of establishing a plan for avoiding such delay in the future.



ORANGE COUNTY FIRE AUTHORITY

EXCLUSIVE OPERATING AREA 5





ORANGE COUNTY FIRE AUTHORITY

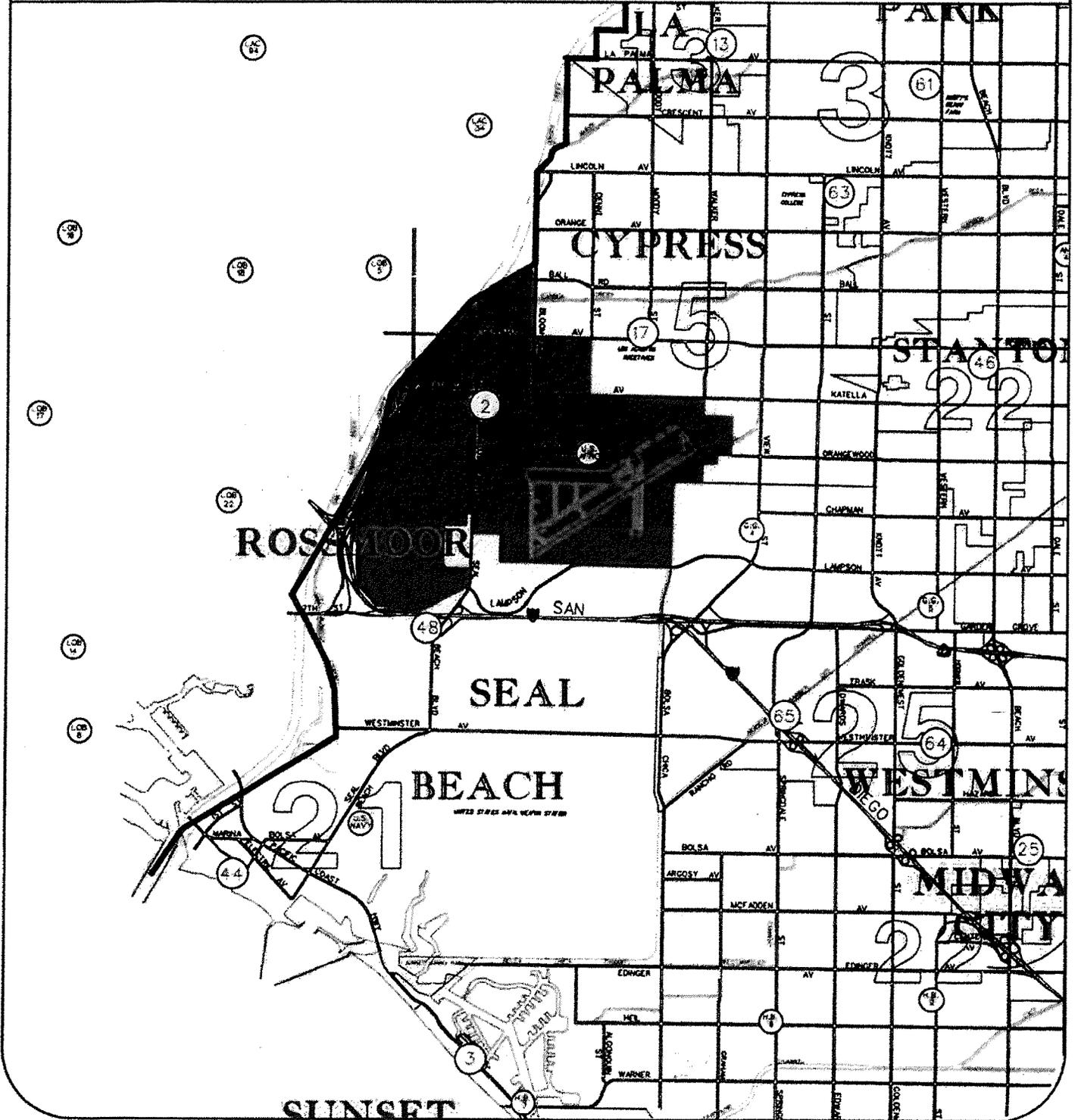
EXCLUSIVE OPERATING AREA 13





ORANGE COUNTY FIRE AUTHORITY

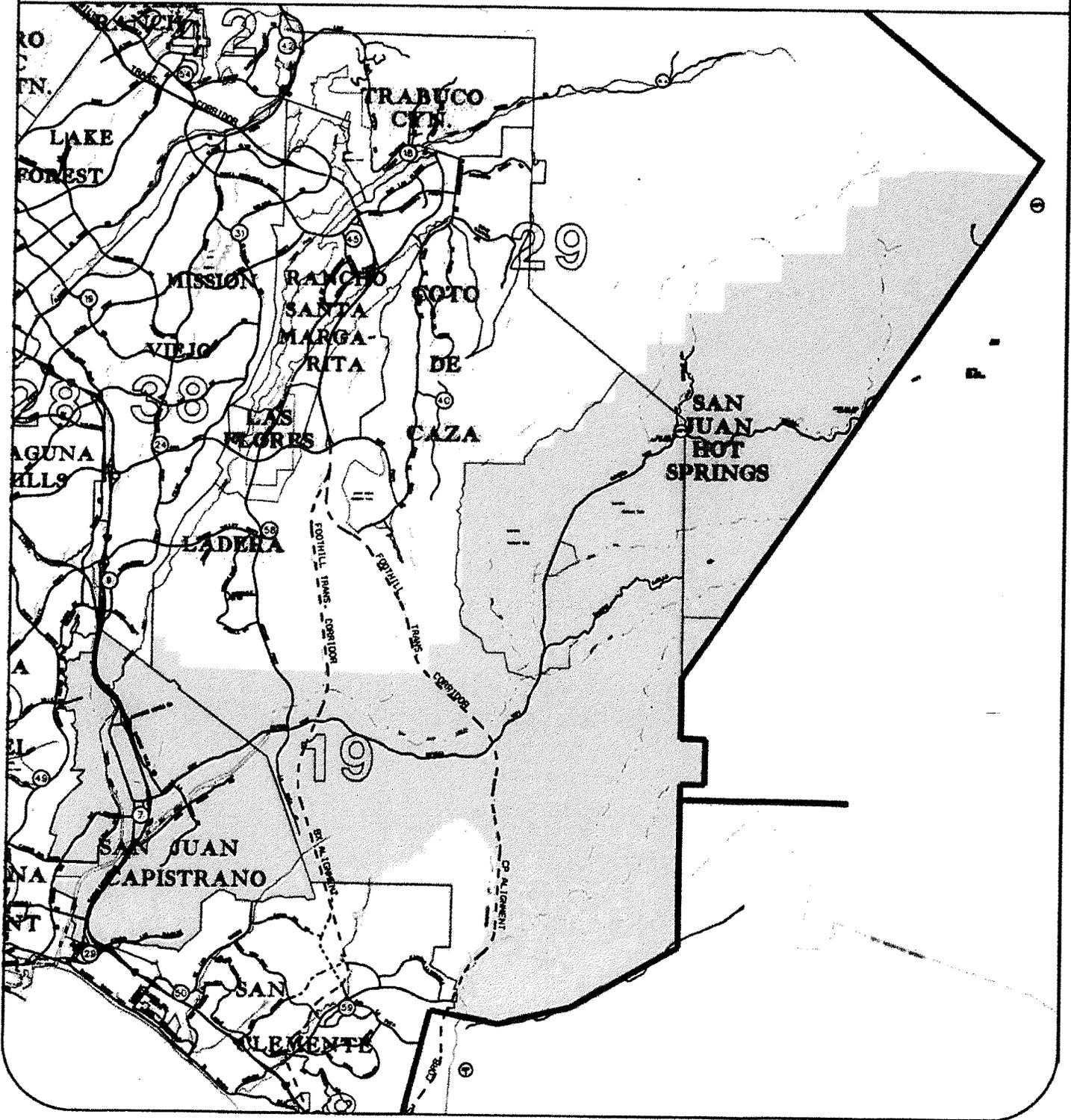
EXCLUSIVE OPERATING AREA 14





ORANGE COUNTY FIRE AUTHORITY

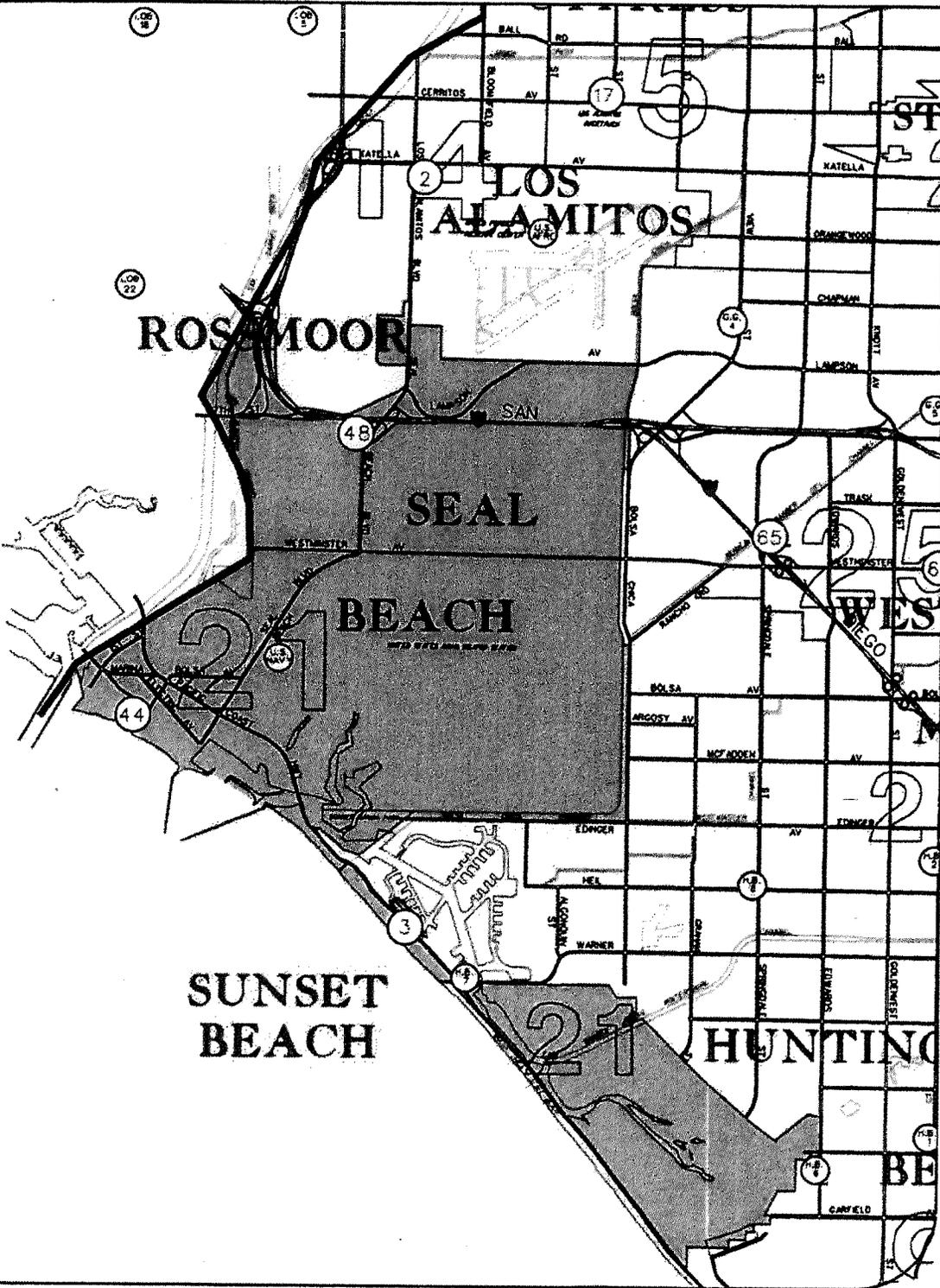
EXCLUSIVE OPERATING AREA 19





ORANGE COUNTY FIRE AUTHORITY

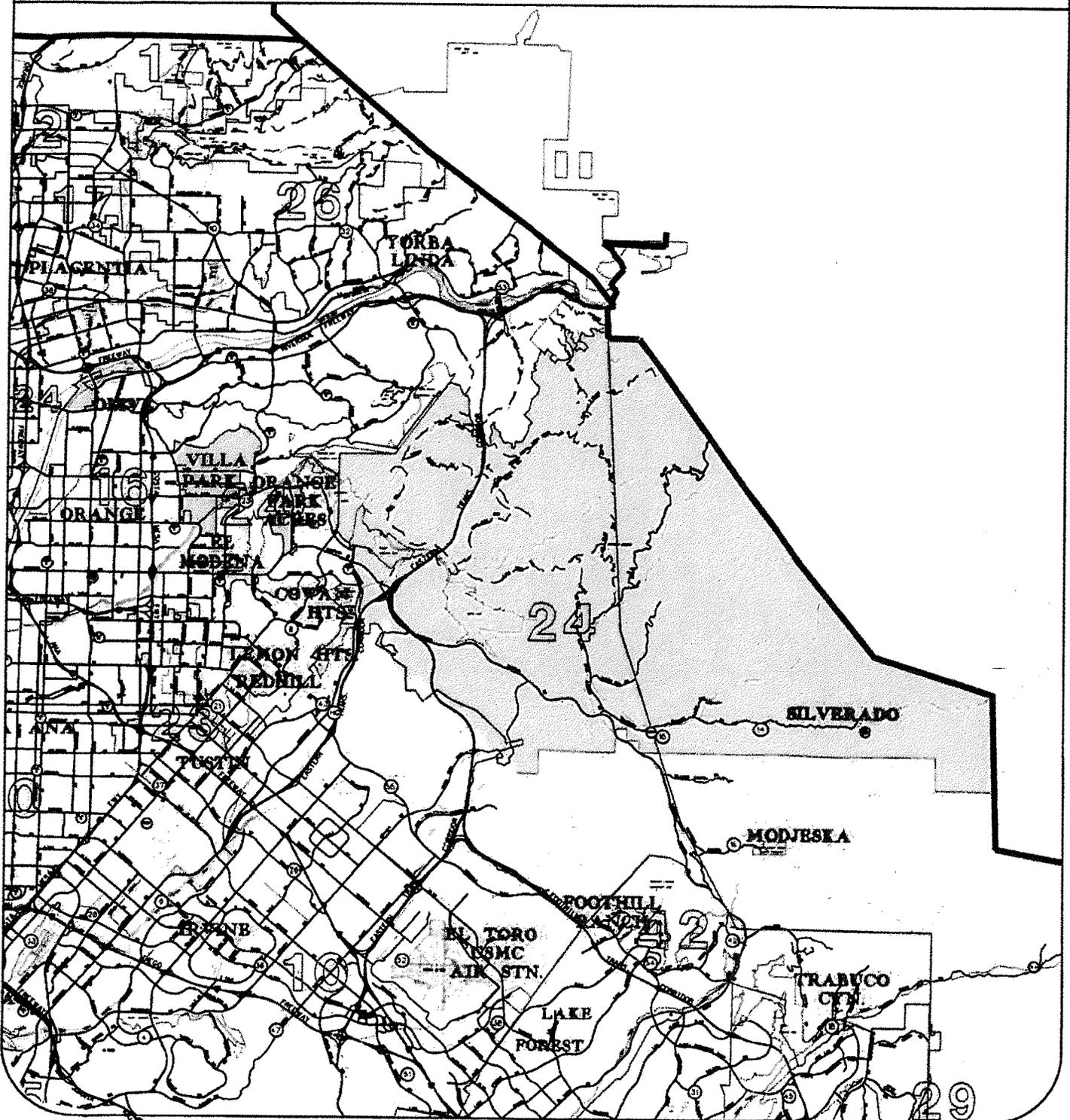
EXCLUSIVE OPERATING AREA 21





ORANGE COUNTY FIRE AUTHORITY

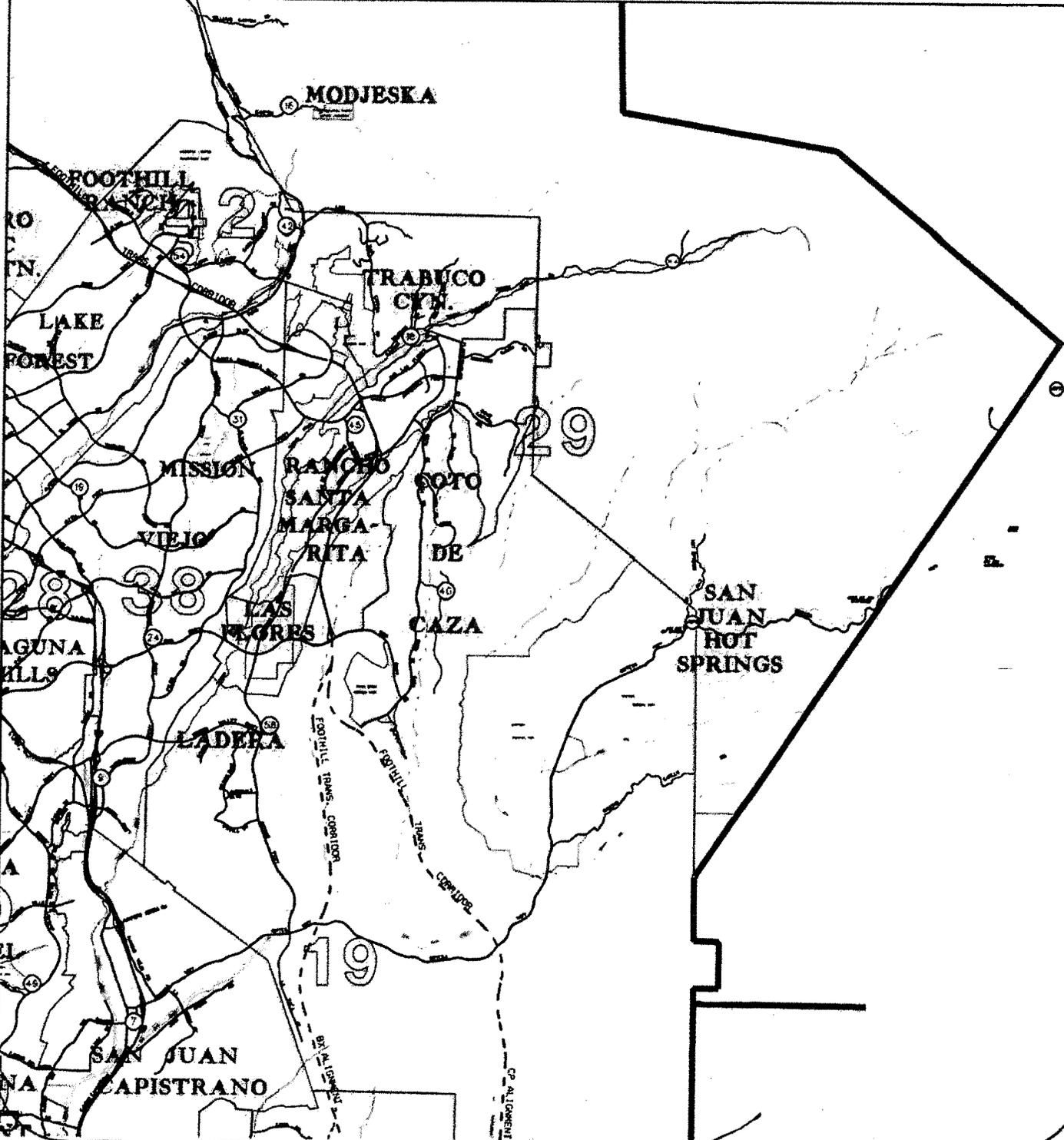
EXCLUSIVE OPERATING AREA 24





ORANGE COUNTY FIRE AUTHORITY

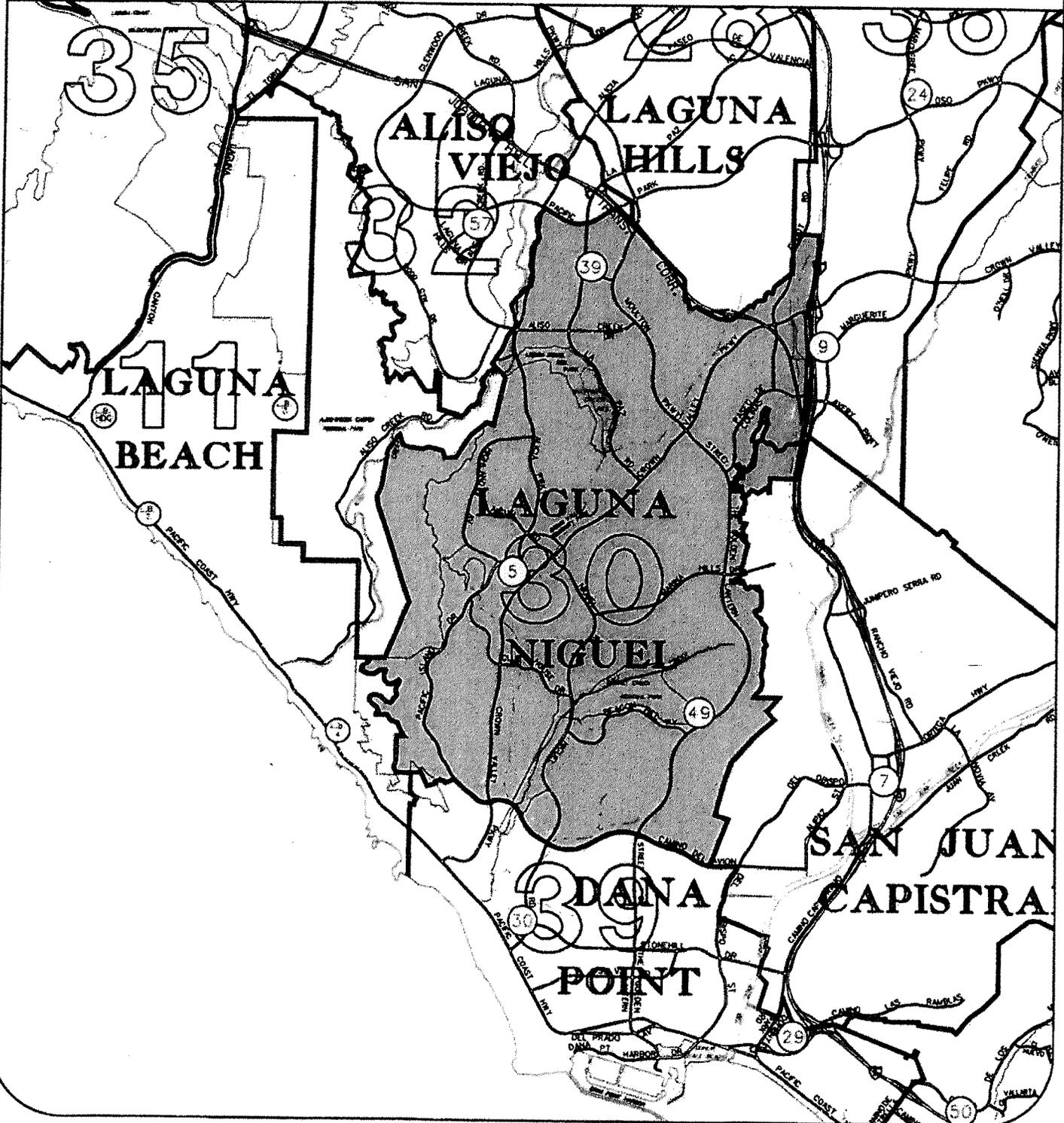
EXCLUSIVE OPERATING AREA 29





ORANGE COUNTY FIRE AUTHORITY

EXCLUSIVE OPERATING AREA 30





ORANGE COUNTY FIRE AUTHORITY

EXCLUSIVE OPERATING AREA 42

