

COUNTY OF FRESNO



REQUEST FOR PROPOSAL

NUMBER: 17-011

AMBULANCE SERVICES

Issue Date: October 6, 2016

Closing Date: November 30, 2016 at 2:00 PM PST

Proposal will be considered LATE when the official Purchasing time clock reads 2:01 PM PST

Submit all Proposals to:
County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

Questions must be submitted on the Bid Page at Public Purchase or contact Gary E. Cornuelle at Phone (559) 600-7110.

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated in this RFP.
Bid must be signed and dated by an authorized officer or employee.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

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OVERVIEW

The Central California Emergency Medical Services Agency, a division of the Fresno County Department of Public Health and functioning as the designated local EMS agency pursuant to Division 2.5 of the California Health and Safety Code (commencing with Section 1797; also known as the Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act, or the EMS Act), proposes to maintain an EMS exclusive operating area (EOA) within a sub-area of Fresno County. This document describes the scope of the EOA and constitutes an amendment to the Emergency Medical Services Plan.

The continuation of the EOA within Fresno County is at the recommendation of the Board of Supervisors. The EMS Agency has designed this procurement process and has selected the County as the awarding agency for this EOA competitive procurement process, consistent with *California State Guidelines for Creating Exclusive Emergency Medical Services Operating Areas*. The County of Fresno Internal Services Department – Purchasing Division will function as the Procurement Coordinator for this competitive procurement process and the Fresno County Board of Supervisors will authorize the successful bidder, if any, to act as the contractor (Contractor) which shall provide services within the EOA pursuant to a written agreement (Agreement) awarded by the Board of Supervisors. An advisory committee will be designated by the EMS Agency to review credentials/proposals and make recommendations to the EMS Agency on the bidders submitting proposals to this Request for Proposal (RFP). The EMS Agency will designate the EOA and restrict operations which are the subject of this procurement process to the single designated provider agency.

The following provisions, attachments, and exhibits constitute a Request for Proposals that will be used by the EMS agency to conduct a competitive bid process for the selection of the single provider of emergency ambulance services with exclusive rights to all emergency ambulance services within the EOA, which includes all emergency ambulance services, 9-1-1 emergency responses, 7-digit emergency responses, advanced life support (ALS) ambulance, all critical care transport (CCT) services, ALS interfacility transports, and stand-by services with transport authorization (hereinafter referred to as “Emergency Ambulance Services”).

The successful bidder will be granted a contract for exclusive market rights, as provided for in Section 1797.224 of the California Health and Safety Code, for Emergency Ambulance Services for five (5) years. The start date for the service will be January 1, 2018, at 12:01 a.m., Pacific Time. The Contractor will have the opportunity to earn an additional one (1) separate five (5) year term of contract extension as described in the Scope of Work.

KEY DATES

RFP Issue Date:	October 19, 2016
Bidders' Conference:	November 2, 2016 at 2 p.m. County of Fresno - Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Written Questions for RFP Due:	October 28, 2016 at 2 p.m. Questions must be submitted on the Bid Page at Public Purchase.
RFP Closing Date and Bid Opening/Announcement:	November 30, 2016 at 2:00 P.M. PST County of Fresno - Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

BIDDERS' CONFERENCE & SITE INSPECTION:

A bidders' conference will be held in which the scope of the project and proposal requirements will be explained. Addenda will be prepared and distributed to all bidders if questions are submitted.

Immediately following the bidders' conference, we will conduct a site visit of the EMS Communications Center. Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

Bidders are to contact Gary E. Cornuelle at County of Fresno - Purchasing, (559) 600-7114, if they are planning to attend.

GENERAL REQUIREMENTS & CONDITIONS

TERM: It is County's intent to contract with the successful bidder for a term of five years with the option to renew for one additional five year period based on mutual written consent.

The County reserves the right to terminate any resulting contract upon written notice.

AWARD: The County intends to award a five (5) year agreement to the responsible bidder whose response conforms to the RFP and whose proposal presents the greatest value to the County, as determined by achieving the highest score awarded by the evaluation committee. The award will be determined by factors other than price alone. Past performance and references may factor into the tentative awarding of a contract, which are included in the evaluation and scoring of the proposal by the evaluation committee. The County will be the sole judge in making such determination. The County reserves the right to reject any and all proposals. Award Notices are tentative. Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid Purchase Order by Purchasing. After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

Award may require approval by the County of Fresno – Board of Supervisors.

PARTICIPATION: The bidder may agree to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax-supported agencies. Such participating governmental bodies may make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

CONFIDENTIALITY: Services performed by the bidder shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

The bidder shall submit to County's monitoring of said compliance.

The bidder may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

The bidder shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County. The bidder shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor. A specialty contractor cannot contract for work outside of their classification even if they are going to subcontract that work to another licensee who does hold the classification. The only classification that may do that is the B – General Building contractor.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to

commencing with the self-dealing transaction or immediately thereafter.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal..

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

DISCLOSURE: The bidder is required to disclose if, within the three-year period preceding the proposal, their owners, officers, corporate managers and partners have been convicted of, or had a civil judgment rendered against them for:

- fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- violation of a federal or state antitrust statute;
- embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
- false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

TIE BIDS: In the event of a tie score between two or more proposals at the completion of the evaluation process, the evaluation team will break the tie by re-evaluating the proposals and coming to a consensus on which proposal to award. Additional information or interviews may be requested from bidders with the tied proposals.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of

County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS & RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

E-PAYMENT OPTIONS: The County of Fresno provides an E-pay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an E-pay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

LICENSES AND CERTIFICATIONS: Any license(s) and/or certification(s) required in this RFP must be obtained by the bidder prior to submitting a proposal and must be active and in good standing. Proposals submitted without the proper license(s) and/or certification(s) will be deemed non-responsive.

PUBLIC CONTRACT CODE SECTION 7028.15: Where the State of California requires a Contractor's license; it is a misdemeanor for any person to submit a bid unless specifically exempted.

INSURANCE REQUIREMENTS

Without limiting the County's right to obtain indemnification from contractor or any third parties, contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- E. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to **Daniel Lynch, EMS Director, County of Fresno, Department of Public Health – EMS Division, 1221 Fulton Mall, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BID INSTRUCTIONS

- Bid shall be shall be submitted by hand-delivery, U.S. Mail, or other common courier.
- All prices and notations must be typed or written in ink.
- Unless otherwise noted, prices shall remain firm for 180 days after the closing date of the bid.
- Proposals must be submitted on the forms provided in this RFP.
- Proposals must be submitted in a sealed package, with the bid number, closing date, and time on the outside of the package.
- Bidders may withdraw their bid prior to the deadline by notifying the Purchasing Manager in writing.
- Bidders must submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Additional material may be submitted with the proposal as attachments. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).
- Bidders must submit **one original and seven copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each proposal is to be appropriately marked "Original" or "Copy".
- County of Fresno will not be held liable for any costs incurred by vendors in responding to this RFP.
- Bidders are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.
- If a bidder finds any discrepancies or has any questions, submit all inquiries to the Bid Page at Public Purchase or contact Gary E. Cornuelle at (559) 600-7110. Any change in the RFP will be made only by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested.
- Proposals received after the closing date and time will NOT be considered. County Purchasing shall note proposals with a separately identifiable proposal number, the date, and time of receipt.
- Proposals received prior to the time set for opening shall be kept unopened and secured in the locked office of the Purchasing Manager.
- Proposals will be evaluated by an evaluation team led by County Purchasing and may consist of County of Fresno department staff, community representatives from advisory boards, and other members as appropriate. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. Upon review and evaluation, the evaluation team will make the final recommendation to the County department.
- Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is an indication of County's intended acceptance of an offer made in response to this RFP, however it is not an actual contract, which will be signed separately by the County and the successful bidder. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 **and** in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP contradictions,

procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

- All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific Analyst managing this RFP is identified on the cover page, along with his or her contact information, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal appeal against the RFP, such vendor may contact the Purchasing Manager who manages that appeal as outlined in the County's established appeal procedures. All such contact must be in accordance with the sequence set forth under the appeal procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board at scheduled Board Meeting.

SECTION 1 - SCOPE OF WORK

The County of Fresno on behalf of the Department of Public Health is requesting proposals from qualified vendors to provide the following:

1.1 Scope of Work

The operation of such an Emergency Ambulance Service shall be consistent with the provisions of this procurement process including staffing and performance. This procurement process includes the designation of an EOA for the provision of all ambulance responses that require an immediate dispatch (with or without lights and siren) of an Emergency Ambulance Service and all scheduled ambulance responses where the patient's medical condition requires the specialized emergency services, equipment, and personnel available only in an ambulance authorized for emergency service or advanced life support (paramedic) ambulance service. No other providers of Emergency Ambulance Services, as defined on Page 3 - Overview herein, will be authorized within the EOA during the term of the Agreement. However, the County and EMS Agency reserve the right to allow providers other than the Contractor to operate enhanced first responder services for 9-1-1 responses, including, but not limited to, advanced life support (paramedic), limited advanced life support (AEMT) or BLS-defibrillation first responder services, and to operate advanced life support (paramedic or nurse) air ambulance and/or air rescue services within the EOA.

This procurement process also includes the operation of the EMS Communications Center, which is responsible for the dispatching and coordination of all emergency ambulances and specific fire departments operating within Fresno, Kings, and Madera Counties, staffing of an advanced life support (paramedic) technical rescue team, SWAT medic program, critical care transport, provision and maintenance of a data management system, and provision of community EMS education programs.

This procurement process does not authorize the successful bidder to provide non-emergency medical transportation services not requiring an ambulance on an exclusive basis within the geographic boundaries of the EOA. However, the successful bidder may market and conduct such business as a part of the Agreement and shall be the provider of service to any such requests that are received at the EMS Communications Center and which are located within the geographic boundaries of the EOA. For this procurement process, non-emergency medical transportation services shall mean scheduled medical transportation services that do not require an ambulance operated by an emergency ambulance service or where the patient does not require transportation to a hospital emergency department for treatment of a medical condition, including services that can be provided via "wheel chair" and "litter van" transportation services. Other exceptions to the EOA are outlined herein.

The successful bidder may provide other types of health care services or integrate its services under this procurement process with those services which are provided by other health care providers. As the State EMS Authority continues its trial studies of various health care delivery models under the Community Paramedic Programs, it is possible that one or more of these mobile integrated healthcare projects may be adopted and implemented in the EMS system during the term of the Agreement. Linkages with integrated delivery systems operating within the EOA should be designed to enhance patient care delivery to prehospital patients while coordinating appropriate services to persons who have accessed the emergency care system, but who can safely utilize non-emergency or urgent health care delivery systems.

This procurement process will result in an exclusive ambulance Agreement for performance of services specified herein. The Contractor's proposed level of effort to provide services does not relieve the Contractor of its obligations to meet the minimum performance requirements of the Agreement. That is, while the County and EMS Agency are interested in a bidder's credentials, key personnel, maintenance program, staffing plan, vehicle coverage plans, training capabilities, and the like, the County and EMS Agency are more interested in the successful bidder's actual performance under the Agreement.

That performance may be summarized as follows:

- 1.1.1. When a request for services is received by the Contractor at the EMS Communications Center, an appropriately trained and certified dispatcher must answer that request promptly,

must follow approved dispatch procedures, offer planned pre-arrival assistance and must manage the appropriate response, given the nature of the request, and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responders and EMS aircraft provider agencies. In the future, with the approval of the EMS Medical Director, this may include referring low priority requests to the calling party's managed care plan or the contractor providing "advice nurse" services under contract to managed care plans and integrated delivery systems.

- 1.1.2. Ambulance response times must meet the response time standards set forth herein, and every ambulance unit must, at all times, except as authorized by the Agreement, be equipped and staffed to operate at the advanced life support (paramedic) level on all ambulance responses or basic life support (BLS) level as appropriate, including immediate, urgent, and scheduled request. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to EMS Agency Policies and Procedures. In the future, with the approval of the EMS Medical Director, this may include mechanisms for alternate transport destinations, and expanded "treat and release" and "treat and alternate transportation" protocols.
- 1.1.3. Services and care delivered must be evaluated by the Contractor's internal continuous quality improvement program and, as necessary, through the EMS Agency's continuous quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. 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, and prompt and definitive corrective action. This procurement process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The Contractor that fails to perform the standards required may be found to be in major breach of their contract and promptly replaced in order to protect the public health and safety.

1.2. Description of Fresno County Exclusive Operating Area

Fresno County is located in the Central San Joaquin Valley and is the tenth largest County in the State of California. The County is 6,004 square miles, stretching from the Sierra Nevada mountain range on the east to the coastal mountain range on the west. From east to west, County boundaries stretch 135 miles. According to the 2015 State Department of Finance estimates, the population of Fresno County is 984,541. The predominant land use in the County is agricultural. Fresno County is the richest, most diverse farming area in the United States. Fresno County includes a major urban center, rural agricultural areas, mountainous recreational areas, and remote wilderness areas.

The Fresno County EOA is approximately 3,804 square miles and amounts to 63.3% of the total geographical area of Fresno County. The EOA includes a major urban center, rural agricultural areas, mountainous recreational areas, and remote wilderness areas, as outlined in Attachments A-1 and A-9, hereof, and includes the Cities of Clovis, Fresno, Firebaugh, Kerman, Mendota, San Joaquin and the unincorporated areas of Fresno County including the communities of Auberry, Biola, Caruthers, Friant, Laton, Riverdale, Shaver Lake, Tollhouse, and Tranquility.

The EOA shall encompass the operation of all ground Emergency Ambulance Services within the EOA with the following limited exceptions:

- 1.2.1. Disaster Assistance: Ambulances providing assistance at the County's request during disaster incidents may operate within the EOA.
- 1.2.2. Instant Aid/Mutual Aid: The provision of ambulance services pursuant to and requested in accordance with EMS Agency policies and procedures and/or under formal instant aid and mutual aid agreements between the Contractor and a third party that have been reviewed and approved by the County and EMS Agency.

- 1.2.3. Contracted Specialty Care Units: Ambulance services providing specialized neonatal/pediatric critical care transport utilizing registered nurse, respiratory therapist, and/or physician staffing under a contract with a hospital may utilize ambulance vehicles equipped with red emergency warning lights and siren only for interfacility transports. Such vehicles and personnel may not be utilized for prehospital responses and such units may not be staffed by paramedics in the place of registered nurses, respiratory therapists, and/or physicians. This includes neonatal and pediatric transport services under contract to Valley Children’s Hospital and Community Regional Medical Center.
- 1.2.4. Veteran’s Administration (VA) Contract Ambulance Services: Ambulance services operating pursuant to a federal contract for direct purchase of ambulance services for the Veteran’s Administration shall be exempt from the EOA solely for the purpose of servicing that contract.
- 1.2.5. For the purposes of this section, Medicare and Medicaid (Medi-Cal) authorizations or other arrangements for reimbursement for services shall be considered a reimbursement arrangement – not a federal or state contract for direct purchase of ambulance services.

1.3. Expansion of the EOA

As a part of this procurement process, the County and the EMS Agency shall have the option to require the contractor to provide services to the geographic areas not included into the EOA, thereby requiring the Contractor to be responsible for providing Emergency Ambulance Services to these areas under the Agreement. The requirement to serve these optional areas is intended to provide a safety net for the residents and visitors of these areas should a major disruption of ambulance services occur with the current provider agency for one or more service areas.

It could occur that, during the term of the Agreement, one or more of the current provider agencies may discontinue or significantly downsize its operation. In such a case, the County and EMS Agency may require that the Contractor implement services within such an area. Upon notification by the EMS Agency, the Contractor shall be required to station a rural-based advanced life support (paramedic) ambulance unit in any or all of the following areas for the remainder of the term of the Agreement. Each area would receive back-up ambulance coverage consistent with the Contractor’s plan to provide back-up ambulance coverage with its existing rural-based units in the EOA.

The specific optional areas are as follows:

Fresno County Ambulance Zone	Description
Zone C	Coalinga/Huron Service Area
Zone G	Selma/Fowler Service Area
Zone I	Sanger/Pine Flat Reservoir Service Area
Zone J	Reedley EOA - Reedley/Orange Cove/Parlier Service Area
Zone K	Kingsburg Service Area

The Contractor shall be responsible for response time performance standards, and for the performance of the Contractor’s other obligations, under the Agreement for such areas.

1.4. Exclusive Operating Area Response Volume

The EMS Agency specifically makes no representations concerning the number of requests for ambulance service, ambulance transports, quantities or length of long distance transfer services, or frequency of special events coverage which will be associated with this procurement process. Any and all historical data on past volumes of business in the EOA or within the County are provided mainly to illustrate the historical level of performance and not as a guarantee or assurance of future business volume.

Table 1 identifies the estimated number of responses in 2015 by type of response:

Table 1: Responses by Type

Type of Response	Total Requests
Prehospital Responses Includes Priority 1, Priority 2, and Priority 3 Responses	119,736
Scheduled transports/Interfacility/CCT Includes Priority 4, Priority 5, Priority 6, and Priority 8 Response	23,384
Stand-by Events Includes Priority 7 Responses	770

The total number of transports within the EOA in 2015 was 113,773.

Table 2 is a breakdown of estimated call volume for each zone within the EOA in 2015.

Table 2: Response Volume by Zone

Zones	Priority 1&2 (Code 3)	Priority 3 (Code 2)	Priority 4 (IFT)	Priority 5 (Scheduled)	Priority 6 Out of Area	Priority 7 Stand-by Event	*Priority 8 CCT	Total
Clovis Metro	5,692	5,376	204	3,998	84	98	16	15,468
Fresno Metro	48,680	49,900	606	17,416	878	594	94	118,168
Kerman Metro	804	746	0	24	0	8	0	1,582
Suburban East	508	474	0	2	0	12	0	996
Suburban West	2,878	2,106	0	38	4	46	0	5,072
Rural East	600	412	0	0	0	2	0	1,014
Rural West	666	446	0	12	0	10	0	1,134
Wilderness	314	134	0	8	0	0	0	456
Total	60,142	59,594	810	21,498	966	770	110	143,890

*CCT Responses – This number may not be representative of the number of requests for CCT transport. The number listed is the number of actual CCT responses. It must be assumed that some Priority 4 responses originated as CCT requests, but due to the unavailability of the CCT unit, the call was prioritized as a Priority 4.

Table 3: 2015 Mutual Aid Responses to other areas

Area	P1/P2	P3	P4	P5	P6	P7	P8	Total
Kings County	50	40	0	18	0	4	0	112
Madera County	82	116	8	6	16	0	0	228
Merced County	14	4	0	0	0	0	0	18
Zone C - Coalinga	4	6	2	0	2	0	0	14
Zone I - Sanger	74	66	0	0	0	4	0	144
Zone J - Reedley	16	6	2	2	0	0	0	26
Zone K - Kingsburg	44	16	0	0	0	0	0	60
Total	770	686	42	350	18	16	0	1,882

Table 4 identifies the total instant aid responses that the EOA Contractor provided in 2015.

Table 4: 2015 Instant Aid Responses to other areas

Area	P1/P2	P3	P4	P5	P6	P7	P8	Total
Madera County - Rolling Hills Madera Zone 1	74	38	54	184	92	2	2	446
Madera County - Eastside Acres (M11)	18	10	0	0	0	0	0	28
Kings County-Riverdale (KR01)	2	6	0	0	0	0	0	8
Total	94	54	54	184	92	2	2	482

1.5. Fresno County EMS Communications Center

As a part of the services under the Agreement, the Contractor shall be responsible for staffing and operating the County’s EMS Communication Center.

1.5.1. Overview of EMS Communications Center Operations: The Fresno County EMS Communications Center is a regional dispatch center, which provides dispatch services for 13 ambulance providers in Fresno, Kings, and Madera Counties and 9 fire jurisdictions in Fresno County. It also serves as the regional dispatch center for EMS helicopters. It is the strong desire of the County and the EMS Agency to maintain this dispatch arrangement with the current agencies and continue to enhance and build upon the regional and consolidated dispatch concept.

In 1986, Fresno County established the consolidated county-wide EMS communications center for provision of EMS dispatch services to all ambulance providers in Fresno County. Beginning in 2000, ambulance providers in Kings and Madera Counties and fire departments within Fresno County requested and contracted with Fresno County for EMS and fire dispatch services from the Fresno County EMS Communications Center. Under the current arrangement, the Contractor cost allocates its services to the ambulance providers and fire departments to assure that the cost of operating the dispatch center is not fully costed to the EOA. Specifically, the Contractor must assure that fire departments and non-Fresno County ambulance providers are paying their share of the cost of dispatch services to ensure that the revenue from within the EOA is not burdened with the full cost of providing dispatch services outside of the EOA. The County of Fresno and the EMS Agency feel that the regional dispatch arrangement and the co-location and consolidation of EMS and fire dispatch services at a single site is highly effective and efficient and a significant benefit to the communities served. In the past several years, there have been discussions within Fresno County and some cities within the County regarding the development of a combined or consolidated dispatch center for fire, law and EMS dispatch. While there have been no recent discussions on this subject matter, the Contractor will be involved in any future discussions as the development moves forward.

Table 5 lists the ambulance providers currently dispatched from the Fresno County EMS Communications Center by the EOA provider.

Table 5: Ambulance Providers

Fresno County	
American Ambulance - EOA	Sanger Fire Ambulance
*American Ambulance - Zone N	Selma Fire Ambulance
CHP Helicopter	Sequoia Safety Council Ambulance (Reedley)
Coalinga Fire Ambulance	Skylife Helicopter – Fresno and Visalia
Kingsburg Fire Ambulance	

*Zone N will be included in the EOA on January 1, 2018

Kings County	Madera County
American Ambulance - Kings	Children’s Hospital Critical Care
	Pistoresi Ambulance (Madera)
	Sierra Ambulance (Oakhurst)

Table 6 lists the fire agencies currently dispatched from the Fresno County EMS Communications Center by the EOA Contractor.

Table 6: Fire Departments

Fire Department
City of Clovis
City of Fresno – Includes North Central and Fig Garden Fire Protection Districts
City of Kingsburg
City of Sanger
City of Selma
Laton Fire District
Riverdale Fire District

Table 7 identifies the total number of ambulance and fire responses dispatched from the Fresno County EMS Communications Center by the EOA Contractor.

Table 7: Total Dispatches

Type of Dispatch	Number of Calls
Ambulance Responses	214,325
Fire Responses (fire related calls)	15,786
Fire Responses (medical assist)	42,347
Total Dispatches	272,458

1.6. Other EMS System Participants

1.6.1. Public Safety Answering Points and Dispatch Centers: Fresno County has ten primary public safety answering points (PSAP) and two secondary PSAPs designated to receive 9-1-1 calls. The primary PSAPs are law enforcement dispatch centers located throughout the County. The two secondary PSAPs are the Fresno County EMS Communications Center and the Cal Fire Fresno/Kings Ranger Unit dispatch center.

EMS Policy #402 requires all primary PSAPs within Fresno County to transfer medical 9-1-1 callers directly to the Fresno County EMS Communications Center, which is operated by the Contractor as described, herein. EMS policy requires the interrogation of medical and fire 9-1-1 callers using the National Academy of Emergency Dispatch (N/AED) emergency medical dispatch (EMD) and emergency fire dispatch (EFD) protocols.

The Fresno County EMS Communications Center provides dispatch services for all emergency ground ambulance services in Fresno, Kings, and Madera Counties and serves as the designated single point of contact for the ordering of all air ambulance resources in the 4-county Central California EMS Agency region, which includes the Counties of Fresno, Kings, Madera and Tulare.

The EMS Communications Center also provides primary fire dispatch services for the nine fire jurisdictions within Fresno County. The remaining fire jurisdictions in the County are dispatched by Cal Fire Fresno/Kings Ranger Unit dispatch center, with the exception of the Firebaugh Fire Department, which is dispatched by the Firebaugh Police Department. A direct computer aided dispatch “CAD-to-CAD” link with Cal Fire is maintained to provide

immediate notification and dispatch of first responders and to ensure the efficiency and accuracy of call information between the two dispatch centers.

- 1.6.2. Non-transport – First Responder Agencies: Thirteen (13) non-transport fire-based BLS first responder agencies operate in the Fresno County EOA. First responders are dispatched to medical emergencies along with the EOA Contractor’s ambulances according to EMS Agency policies and procedures.

Currently, all first responders within the EOA provide basic life support services. During the term of this contract, there may be one or more fire department requesting to upgrade to non-transport advanced life support first responder services.

Table 8 lists all of the first responder agencies located within the EOA.

Table 8: First Responder Agencies

First Responder Agency	EMS Capability	Comment
Auberry Volunteer Fire Dept.	BLS	
Bald Mountain Volunteer Fire District	BLS	
Cal Fire	BLS	
Clovis Fire Department	BLS	
Fig Garden Fire Protection District	BLS	Contracted to Fresno Fire
Firebaugh Volunteer Fire Dept.	BLS	
Fresno County Fire Protection District	BLS	
Fresno Fire Dept.	BLS	
Huntington Lake Volunteer Fire Dept.	BLS	
Laton Volunteer Fire Dept.	BLS	
North Central Fire Protection District	BLS	Contracted to Fresno Fire
Pine Ridge Volunteer Fire Dept.	BLS	
Riverdale Volunteer Fire Dept.	BLS	
Shaver Lake Volunteer Fire Dept.	BLS	
Tollhouse Volunteer Fire Department	BLS	

- 1.6.3. EMS Helicopter Providers: Fresno County has two authorized air ambulances services. SkyLife helicopters is the only air ambulance service based within Fresno County and is located at the Fresno/Yosemite International Airport (FAT). Air ambulances are required by state regulations to operate at not less than the advanced life support level. Also operating in Fresno County is CHP H-40, an ALS rescue helicopter. Additional helicopters are available in neighboring jurisdictions.

Air ambulance/rescue services currently serving Fresno County are shown in Table 9.

Table 9: EMS Helicopter Providers

Provider	Helicopter location	Level
SkyLife	Fresno and Visalia	Air Ambulance
CHP H40	Fresno	ALS/Air Rescue
CHP H70	Paso Robles	ALS/Air Rescue
Riggs Air One	Merced	Air Ambulance
Hall Ambulance	Bakersfield	Air Ambulance

The EOA Agreement includes a provision that allows the use of the air ambulance and/or air rescue helicopters to transport patients from the scene of critical medical incidents. When a

local air ambulance or air rescue helicopter is available, it will be dispatched simultaneously with ground ambulance response to specific incidents in accordance with EMS policy. An air ambulance / air rescue may also be requested by on-scene EMS personnel.

- 1.6.4. **Hospitals:** Fresno County is served by ten acute care hospitals located in communities throughout Fresno County. Unless the patient is critically injured or meets cardiac center criteria destination, patients are transported to the hospital of their choice. Occasionally, patients may request transport to a hospital located outside of the EOA in an adjoining area. Community Regional Medical Center (CRMC) is the largest and busiest hospital within the 4-county EMS region, receiving nearly 120 ambulances each day. As the designated level I trauma center, it maintains a significant number of medical services that are not available anywhere else in the Central Valley. Major pediatric trauma patients are transported to the closest of CRMC or Valley Children’s Hospital, which is a level II Pediatric Trauma Center and located in Madera County.

The hospitals designated to receive ambulances located in Fresno County are listed in Table 10.

Table 10: Designated Ambulance Receiving Hospitals

Community	Hospital	Service Level
Clovis (EOA)	Clovis Community	Basic Emergency Department
Coalinga	Coalinga Regional Medical Center	Stand-by Emergency Department
Fresno (EOA)	Kaiser - Fresno	Basic Emergency Department
Fresno (EOA)	Regional Medical Center	Level I Trauma Center STEMI Center Burn Center Base Hospital Disaster Control Facility
Fresno (EOA)	St Agnes Medical Center	STEMI Center Base Hospital
Fresno/Madera	Valley Children's Hospital	Level II Pediatric Trauma Center Base Hospital
Fresno (EOA)	Veterans Administration	Stand-by Emergency Department
Reedley	AMC - Reedley	Stand-by Emergency Department
Selma	AMC - Selma	Stand-by Emergency Department

Table 11 lists each designated ambulance receiving hospital in Fresno County and the number of ambulances received in 2015.

Table 11: Hospital Ambulance Volume - Priority 1, 2, and 3 calls only

Total Ambulance Transports	103,365	% of Transports
Adventist Medical Center - Reedley	1,360	1.3%
Adventist Medical Center - Selma	2,489	2.4%
Coalinga Regional Medical Center	1,059	1.0%
Community Medical Center - Clovis	12,297	11.9%
Community Regional Medical Center	42,816	41.4%
CSC - Adult (Exodus)	2,590	2.5%
CSC - Youth (Exodus)	942	0.9%
Kaiser Permanente Medical	6,890	6.7%
Saint Agnes Medical Center	26,214	25.4%
Valley Children's Hospital	4,041	3.9%
Veterans Hospital - Fresno	2,667	2.6%

SECTION 2 - SUBMISSION OF PROPOSALS

2.1. Notice to Bidders

This RFP does not commit the County of Fresno to award a contract and to pay costs incurred in the preparation of a proposal responding to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety the RFP process if the County deems it is in its best interest to do so. The award will be made to the vendor offering the proposal that is deemed the most advantageous to the County. The award will be determined by factors other than price alone.

The County makes no promises or guarantees concerning the number of emergency, ALS, CCT, and non-emergency calls or transports, quantities of patients or distance of transports that will be associated with this procurement. The County has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP or on any of the linked websites.

It is in the bidder's best interest to submit a complete and accurate proposal. Where documentation or response is incomplete or silent, it shall be assumed that the proposal is deficient. Further, it is in the bidder's best interest to make a proposal that meets the stated requirements contained in this RFP. While bidders may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described within the RFP may disqualify proposals.

The Contractor must assume all liability and responsibility for achieving the specified performance levels specified in this RFP. Any subcontracts for essential services, as described in the RFP, between the bidder and separate entities must be pre-approved in writing by the County and shall be described within the proposals.

SECTION 3: CREDENTIALS

3.1. Credentials Overview

Credentials shall be submitted as Part I of the proposal. Credentials will be used to determine:

Analogous Experience: The bidder has experience managing Emergency Ambulance Services where bidder staffs a minimum of 5,000 unit hours a week on average over the previous five (5) years, including successful compliance with fractile response time performance and other regulatory/contractual expectations similar to the performance standards required of this RFP.

Financial Stability: The bidder has sufficient capital for contract implementation, financial reserves to sustain operations, and a history of financial stability.

Managerial expertise: The bidder has key personnel who possess the education and experience to provide the leadership necessary to meet the requirements of this RFP.

3.2. Analogous Experience

The bidder must have sufficient experience in providing high quality, performance based ambulance service to meet the requirements of this RFP.

Bidders **will** be disqualified if deficient in any of the following:

- 3.2.1. An unresponsive answer;
- 3.2.2. Any contract for provision of ambulance or ALS service terminated for cause within the past 10 years; or
- 3.2.3. Insufficient experience in successful operation. Sufficient experience is defined as having a minimum of five (5) years of experience providing emergency and advanced life support ambulance service under a performance based contract to at least one EMS system where bidder staffs a minimum of 5,000 unit hours a week.

Bidders **may** be disqualified if deficient in any of the following:

- 3.2.4. A history of major regulatory actions or sanctions against the bidder, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit;
- 3.2.5. A history of contract terminations (whether self-imposed or not); or
- 3.2.6. A history of litigation in the past five years involving the bidder or any principal officers in connection with any contract for similar services where the bidder or principal officer was found to be at fault.

- ❖ ***Provide the Investigative Authorization–Company (Found in Form 2) for Key Personnel***
- ❖ ***Describe the Bidder’s Organization’s History and Experience in Providing Emergency and Advanced Life Support Ambulance Service and Emergency Medical Dispatch. Include:***
 - ***Business Name;***
 - ***Legal Business Status (i.e., Partnership, Corporation, etc.);***
 - ***Number of Years in Business;***
 - ***Other or Prior Business Names;***
 - ***Whether Bidder Holds Controlling Interest or is Controlled by Another Organization;***
 - ***Financial Interest in Related Business; and***
 - ***Business Partners in the Last Five Years.***
- ❖ ***Provide a List or Table of Every EMS System the Bidder Currently Serves and Every Community it has Served in the Ten Years Prior to Submission of its Proposal. Indicate:***
 - ***Type and Level of Service Provided including the Population Served and the Average Number of Unit***

- Hours Staffed Per Week;*
- *The Contract Period;*
 - *Whether the Bidder Held Exclusive Market Rights for Emergency Ambulance Service to the Community;*
 - *Whether the Contract was Competitively Awarded;*
 - *The Name of Contact Person, including , Address and Telephone Number;*
 - *Remaining Term of Each Contract; and*
 - *Circumstances under which any Contracts Were Terminated, Prior to Expiration, the Cause of the Failure to Complete and any Allegations of Deficient Service if Applicable*
- ❖ *Document the Bidder's Experience Providing Emergency Ambulance Services, as Defined Herein, Meeting Independently Verifiable Maximum (Fractile) Response Times. Present Examples of Compliance for at Least a Two-Year Period to Fractile Response Times for Metropolitan/Urban, Suburban, Rural, and Wilderness in Analogous Areas.*
 - ❖ *Document the Bidder's Experience Providing Equitable Response Time Among Neighborhoods and/or Communities.*
 - ❖ *Document the Bidder's Experience Providing Emergency Medical Dispatch and Operating a 9-1-1 Public Safety Answering Point (PSAP).*
 - ❖ *List All Current Litigation Involving the Bidder or any Principal Officers in Connection with any Contract for Emergency Ambulance Services, ALS or Similar Services. Include the Title of the Case, Case Number, Court, Monetary Amount (e.g., Damages), and Resolution*
 - ❖ *List any Instances of Major Regulatory Actions or Sanctions Against the Bidder, including Suspension or Revocation of any Operating License or Permit, any Sanctions under Medicare or Medicaid Programs, Revocation of a Business Permit, or any Sanctions by Other Third-Party Payers, Whether Public, Private, or Non-Profit.*
 - ❖ *List Business or Professional Licenses or Certificates Held by the Bidder Required to Provide the Services Required by this Contract.*

3.3. Financial Stability

The bidder must have sufficient financial resources to meet the requirements of this RFP and to fulfill the obligations that are proposed.

Bidders will be disqualified if deficient in any of the following:

- 3.3.1. An unresponsive answer;
- 3.3.2. Any current undischarged bankruptcy of the bidder or a parent organization;
- 3.3.3. Failure to show evidence of access to sufficient capital to meet the requirements of the RFP; or
- 3.3.4. A history of past bankruptcies that have negatively impacted the provision of ambulance service to a community.

- ❖ *Provide an Audited Financial Statement of Current Assets and Liabilities for the Past Three Years.*
- ❖ *Document the Bidder's Access to Working Capital, including the Finance of Equipment Needed to Service a System Such as the One in Fresno County.*
- ❖ *Provide Evidence of the Amount of Current Reserve Borrowing Power for the Bidder.*
- ❖ *List Commitments or Potential Commitments, which May Impact Assets, Lines of Credit, Guarantor Letters, or Otherwise Affect the Bidder's Abilities to Perform this Contract.*
- ❖ *Describe the Circumstances of any Bankruptcy Filings, Payment Problem with the County of Fresno, or Terminations of Emergency Ambulance Service Involving the Bidder within the Past Ten Years.*

3.4. Managerial Expertise

The bidder must have sufficient managerial expertise to meet the requirements of this RFP and to fulfill the obligations that are proposed.

Bidders will be disqualified if deficient in any of the following:

- 3.4.1. An unresponsive answer;
- 3.4.2. Failure to show that key personnel have past experience in the implementation and operation of emergency advanced life support ambulance service to the type proposed by the bidder.
For the purpose of this section, “key personnel” include:
 - 3.4.2.1. Owner
 - 3.4.2.2. General Manager / Local Executive Staff
 - 3.4.2.3. Operations Manager
 - 3.4.2.4. Dispatch Manager
 - 3.4.2.5. Clinical/Continuous Quality Improvement Coordinator

- ❖ ***Provide an Organizational Chart of All Key Personnel Who will be Responsible for Operations within Fresno County.***
- ❖ ***Identify Key Personnel who will be Responsible for Operations within Fresno County including, but Not Limited to, the Local Operations Manager and Those Responsible for Quality Improvement, Education/Training, Billing, Equipment Maintenance, and Dispatch Services. For Each, Identify:***
 - ***Qualifications, Education, and Experience***
 - ***Time in the Position***
- ❖ ***Provide the Investigative Authorization–Individual (Found in FORM 3) for Key Personnel.***

SECTION 4: PROPOSAL REQUIREMENTS

Following the proposal format and requirements described in Section 2 of the Proposal, the bidder shall include the following:

4.1. INTRODUCTION

The Introduction Section of the Proposal shall include:

- 4.1.1. A letter of transmittal from the bidder to the County, summarizing the proposal;
- 4.1.2. Investigative Authorization–Company found in Form 1 and 2; and
- 4.1.3. The bidder’s acceptance of the minimum requirements, found in Form 4.

❖ ***Submit the Requested Letter of Transmittal, Investigative Authorization Forms, and Bidder’s Acceptance of the Minimum Requirements Form, as listed above.***

4.2. SYSTEM DESIGN

4.2.1. Start-Up

The Contractor must have the ability to provide services throughout the contracted area as of the planned starting date for the contract.

If anything in the proposed service will not be in place on the starting date of the service, it must be clearly identified and a deadline for its implementation provided.

❖ ***Describe How the Bidder Would Manage the Start-up of Services with the Planned Timeframe from the Contract Approval to Implementation. (Include Fleet, Other Equipment, Communications System, Staff, and Key Personnel.)***

❖ ***Describe anything in the Proposed Service that will not be in Place on the Starting Date. Include a Timeline for Implementation and Identify any Barriers that Might Impact this Timeline. Describe how this will Impact the Bidder’s Ability to Meet the Standards of this RFP.***

4.2.2. System Design

The Contractor’s ambulance responses shall be dispatched in compliance with the Agreement and EMS Agency policies and procedures.

❖ ***Accept the Ambulance Response Procedure (Found in Form 4).***

The Contractor must develop system status management and deployment plans specific to meeting EMS performance requirements within the EOA, continuously monitor the implementation of these plans, and secure necessary ambulance station/post locations at the Contractor’s expense. The deployment plan shall:

- 4.2.2.1. Describe staffing types (all ALS units or mixed ALS and BLS units) under its initial system status management plan;
- 4.2.2.2. Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week, based upon the number of vehicles available to respond to calls for various levels (1 through the maximum proposed ambulances available). As an example, System Level 2 refers to the deployment of ambulances when two ambulances are available and System Level 5 refers to the deployment of ambulances when five ambulances are available;
- 4.2.2.3. Provide maps that identify proposed ambulance station or post locations within the response time compliance areas. Distinguish which stations are planned for 24-hour based units;
- 4.2.2.4. Describe the plan for rural-based ambulances and a rural-based ambulance backup plan;

- 4.2.2.5. If bidder proposes to utilize BLS units, such units will be separately identified in bidder's system status management plan;
- 4.2.2.6. Describe 24-hour system status management strategies;
- 4.2.2.7. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume;
- 4.2.2.8. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans;
- 4.2.2.9. Describe any planned use of on-call crews;
- 4.2.2.10. Describe any mandatory overtime requirements;
- 4.2.2.11. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems; and
- 4.2.2.12. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

- ❖ ***Present a Proposed Deployment Plan and System Design that Complies with All Minimum Requirements of this Request for Proposal.***
- ❖ ***Describe the Process Used to Develop, Analyze, Modify, and Implement Ongoing System Status Management Strategies.***

4.2.3. Ongoing Deployment Plan Requirements

The unit hours included in the initial deployment plan shall not be decreased by the Contractor during the first three months of operations.

Following the contract award, the Contractor shall make available at the request of the EMS Agency a current deployment plan, including maps, and have a plan to redeploy and/or add ambulance hours if response time performance standards are not met.

Although the Contractor may employ and alter its system status management plan, the Contractor shall be held responsible for response time results and for providing response times among the various areas of the EOA. The Contractor shall provide the EMS Agency with fifteen (15) calendar days advanced written notice of changes in the system status management plan which lower the priority of rural back-up coverage or which result in a net decrease in unit hours. The Contractor may implement temporary adjustments or modifications, which do not last longer than a single day, to its system status plan to meet operational needs or changes in demand without the required fifteen (15) calendar days' notice. The Contractor's system status management plans shall reflect each staffing plan for ALS and BLS ambulances (ALS for immediate/urgent responses and BLS for scheduled responses). The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. To prevent as much as possible the decrease in response times to areas with lesser call volume, the Contractor shall monitor and adjust its performance such that response time performance in communities served is substantially equal among the various areas of each response zone. It is the intent of the EMS Agency and County to prevent a system that expends all resources on higher call volume areas and potentially ignore areas of lesser call volume. In the event that service level discrepancies occur, the EMS Agency will consider the implementation of additional requirements for equality of service measurement, which could include additional liquidated damages being assessed against the Contractor.

If the unit hour utilization (UHU) ratio of an ambulance scheduled for a 24-hour shift exceeds a response ratio of 0.40, the Contractor shall evaluate options to balance the workload. The EMS Agency will monitor the response UHU of scheduled 24-hour units to confirm a response UHU less than 0.40. The response UHU is calculated by dividing the number of responses by the number of unit hours in a given period. Contractor shall agree to participate in a county-wide integrated response plan approved by the EMS Agency designed to ensure the response of the closest emergency ambulance, regardless of provider.

❖ **Accept the Ongoing Deployment Plan Requirements (Found in Form 4).**

4.2.4. System Status Plan Evaluation Process

The Contractor shall establish and maintain a system status plan evaluation process, including:

- 4.2.4.1. A method to identify response time performance problems, determine underlying causes, and mitigate them;
- 4.2.4.2. A System Status Management (SSM) Committee; and
- 4.2.4.3. SSM daily monitoring, weekly reviews, and monthly evaluations with adjustments being made to the posting plan, ambulance schedules, and the number of hours deployed in order to meet response time standards.

❖ **Describe the Bidder's System Status Management Evaluation Process as Proposed for Use in Fresno County.**

❖ **Provide Three (3) Real-Life Cases Demonstrating how the Bidder's Evaluation Process was Used to Adjust its System Status Plan to Modify Posts, Add or Subtract Unit Hours, and Otherwise Adjust Response Time Performance.**

4.3. OPERATIONS

4.3.1. Legal Compliance

The Contractor's operational policies must comply with all state and federal laws and regulations, County ordinances, and EMS Agency policies and procedures.

❖ **Accept the Legal Compliance Requirements (Found in Form 4).**

4.3.2. Response Time Compliance

Response times are a combination of dispatch operations and field operations. An error on the Contractor's part in one or more phases of its operation (e.g., dispatch, system status management plan, vehicle maintenance, etc.) shall not be the basis for the EMS Agency granting an exception to the Contractor's performance in another phase of its operation (e.g., response time performance). Appropriate response time performance is a result of the coordinated effort of the Contractor's total ambulance operation and therefore is solely the Contractor's responsibility. Response time compliance shall be measured in minutes and seconds and shall be documented in accordance with agreement terms and EMS policy.

The metropolitan response zones will each be measured separately, on a monthly basis. Suburban zones will be combined for a quarterly measurement, as will the Rural zones.

❖ **Accept the Response Time Compliance Requirements (Found in Form 4).**

4.3.3. Response Time Standards

Specific response times are assigned for each priority of response in each type of ambulance zone (i.e., Metro, Suburban, Rural, and Wilderness). Table 13 provides a brief description of the priorities used in the EOA and Table 14 provides the response time requirements for each priority in each zone. Detailed definitions of each priority can be found in EMS Policy #405 on the EMS Agency website at www.ccemsa.org. A map of response zones is included in Attachments A-1 through A-9.

Table 13: Definition of Priorities

Priority	Description	Response Mode	Level of Response
1	Life-threatening Emergency	Lights/Siren (Code 3)	ALS
2	Presumed Emergency Condition	Lights/Siren (Code 3)	ALS
3	Non-Life-threatening but Urgent Response	No Lights/Siren (Code 2)	ALS/BLS
4	Interfacility Transfer – Urgent Response	No Lights/Siren (Code 2)	ALS/BLS

Priority	Description	Response Mode	Level of Response
5	Scheduled Transports	No Lights/Siren (Code 2)	ALS/BLS
6	Out of Area Transport (i.e. long distance)	No Lights/Siren (Code 2)	ALS/BLS
7	Special Event Stand-by	No Lights/Siren (Code 2)	ALS/BLS
8	Critical Care Transport (CCT)	Varies	ALS
9	Neonatal Transports	Varies	BLS

Table 14: Response Time Standards

Zone	Priority	Minimum Response Time	Cumulative Standard	Frequency
Metro Zones (Clovis, Fresno, Kerman)	1 & 2	9 minutes	90%	Monthly
Metro Zones (Clovis, Fresno, Kerman)	3	20 minutes	90%	Monthly
Suburban Zones (West & East)	1 & 2	12 minutes	90%	Quarterly
Suburban Zones (West & East)	3	25 minutes	90%	Quarterly
Rural Zones (West & East)	1 & 2	20 minutes	90%	Quarterly
Rural Zones (West & East)	3	30 minutes	90%	Quarterly
Wilderness Zones	1 & 2	45 minutes	90%	Quarterly
Wilderness Zones	3	90 minutes	90%	Quarterly
All Zones	4	20 minutes	90%	Monthly
All Zones	5	30 minutes	90%	Monthly
All Zones	8 (CCT)	60 minutes	90%	Monthly

The EMS Agency may, during the term of the Agreement, modify, change, or eliminate response time compliance measurements, requirements, or response areas.

- ❖ **Accept County Response Time Performance Standards for Each Response Zone and Priority (Found in Form 4).**
- ❖ **Supply Supporting Documentation to Demonstrate the Organization's Ability to Meet the Response Time Criteria. Such Documentation shall Contain Procedures, including Monitoring and Verification Procedures, to be Used to Record and Analyze Response Time Statistics.**

4.3.4. Response Time Calculation Procedures

Ambulance response time is defined as the interval between the time that the dispatcher has enough information to initiate a response and the time that a fully equipped and staffed advanced life support (paramedic) ambulance arrives at the scene of the incident. If BLS ambulances are used in the system for scheduled transports, response time standards will apply. Response times shall be routinely calculated using a computer-aided dispatch (CAD) time stamp of "in queue" time and the time the ambulance arrived at scene.

- 4.3.4.1. Each incident shall be counted as a single response regardless of the number of units that respond and only the first arriving ambulance's time shall be applicable.
- 4.3.4.2. Scheduled calls: Ambulance response time for calls requiring a scheduled response (priority 5 and priority 6) is defined as the interval between the scheduled pick-up time and the moment the first fully staffed and equipped ambulance (ALS or BLS) arrives at the scene. Response time for scheduled responses shall be measured in minutes and seconds.
- 4.3.4.3. Excessive Delay: Any priority 1, 2, 3, 4, or 8 call which has a response time that is twice as long as the response time standard for that type of response (call received until unit at scene) shall be considered an excessive delay. Calls meeting this criteria will be

assessed a liquidated damage in the amount of \$500.00 per occurrence in addition to the liquidated damage amount for per minute assessed for late calls. Such liquidated damages may be appealed under applicable appeal criteria, including the distance appeal for remote responses.

- 4.3.4.4. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.

❖ *Agree to Response Time Calculation Procedures (Found in Form 4).*

4.3.5. Applicable Calls

Response time standards shall apply to all ambulance requests received at the Fresno County EMS Communications Center and that originate within the EOA. Response time standards shall apply to units responding into the EOA on a mutual aid or instant aid request. The Contractor shall not be held accountable for emergency or non-emergency response time compliance for any request for service originating outside of the EOA.

❖ *Accept Definition of Applicable Calls (Found in Form 4).*

The Contractor shall use its best efforts to minimize variations or fluctuations in response time performance.

❖ *Agree to Use Best Efforts to Minimize Variation in Performance (Found in Form 4).*

4.3.6. Response Time Exceptions

The EMS Agency may grant exemptions to response time performance requirements stated herein, on a case-by-case basis, for responses where weather conditions, multi-casualty incidents, or other situations beyond the Contractor’s control cause unavoidable delay. All such responses shall be individually examined by the EMS Agency as to adherence with the system status plan and staffing levels, dispatch and in-service times, and other influencing factors (e.g., weather conditions), and if the circumstances warrant, the EMS Agency may authorize the exclusion of such responses when calculating performance requirements.

In order to be eligible for such exemption, the Contractor shall provide the EMS Agency with specific documentation (i.e., GPS, voice log file) supporting the Contractor’s appeal. Equipment failure, dispatcher or personnel error, or lack of a nearby ambulance does not constitute grounds for exception to response time performance requirements.

Performance indicators for response time exemption: Performance indicators shall be used as initial criteria when considering the approval of a response time exemption. In order for a response time exemption to be considered, the time from unit alert to unit en route shall be no more than 120 seconds. In addition, the EMS Agency also considers the appropriate route of travel by the ambulance.

The Contractor may apply to the EMS Agency for an exemption to response time compliance calculations and/or late run liquidated damages in the following situations:

4.3.6.1. Automatic Appeals

- 4.3.6.1.1. Response cancelled prior to the unit’s arrival at scene.
- 4.3.6.1.2. Severe weather which slows travel and/or impairs scene location (e.g., fog, ice, or snow) such that response time compliance is either impossible or could be achieved only at a greater risk to the public or ambulance crew than would result from a delayed response. These calls are reviewed on a case-by-case basis. The responding ambulance crew must state the delay over the radio at the time of response.

- 4.3.6.1.3. Multiple unit responses - The first arriving unit will be held to response time standards. Subsequent units that arrive late will be automatically exempted.
- 4.3.6.1.4. Data recording errors when accurate information can be verified.
- 4.3.6.1.5. Inaccurate address given by the reporting party - An appeal may only be considered if the address change is significant enough to change the route of the ambulance. If inaccurate response information is the result of an error by the Contractor's personnel, an exemption will not be allowed.
- 4.3.6.1.6. Locally declared disaster - The Contractor may request exemption from the EMS Agency response time standards during times of declared "emergencies", locally or in a neighboring county, as determined by the EMS Agency.

4.3.6.2. Discretionary Appeals Process

The following are guidelines for use by EMS Agency staff in evaluating an appeal by the Contractor. These standards may be modified at any time by the EMS Agency.

- 4.3.6.2.1. Rural Transport by a Closer Agency - The Contractor may apply for an appeal when it appropriately refers a call to a closer back-up agency (consistent with EMS Agency Policies and Procedures), and that back-up agency initiates transport. The Contractor is only eligible for exemption when the Contractor has complied with its system status plan including back-up coverage requirements for rural-based units.
- 4.3.6.2.2. Rendezvous - The Contractor may apply for an appeal as a result of an attempt to rendezvous with a moving vehicle. Fixed location rendezvous are not eligible for appeal.
- 4.3.6.2.3. Multi-Ambulance response (within the EOA) - Appeals for incidents while there is a multi-ambulance response occurring elsewhere within the EOA. The Contractor is eligible only if three or more of the Contractor's ambulance units are simultaneously committed to the multi-ambulance response and the Contractor is staffed to the system status plan. The Contractor is only eligible for exemption when the time from call received to the time the unit is en route is within performance indicators. If the appeal meets the above conditions, the Contractor is eligible for a one-for-one appeal for each unit starting with the third unit.
- 4.3.6.2.4. Incidents Outside of the EOA - Appeals for incidents when the Contractor has responded one or more ambulance units outside of the EOA for a Mutual Aid/Instant Aid response. The Contractor is eligible only if two or more of the Contractor's ambulance units are simultaneously committed to a mutual aid/instant aid response (including a Multi-Ambulance response) outside of the EOA and the Contractor is staffed to the system status plan. The Contractor is only eligible for exemption when the time from call received to the time the unit goes en route is within performance indicators. If the appeal meets the above conditions, the Contractor is eligible for a one-for-one appeal for each unit starting with the second unit.
- 4.3.6.2.5. Remote or Wilderness Area Distance Exception - In remote or wilderness areas of the EOA (and based upon compliance with rural-based ambulance unit coverage and backup ambulance coverage), if a response time standard is not possible from the normal ambulance unit posting location, the Contractor is only eligible for exemption when the Contractor is staffed to the system status plan and the time from call received to the time the unit goes en route are within performance indicators. The route of travel will also be considered.

- ❖ **Accept the Response Time Exemption Procedure (Found in Form 4).**
- ❖ **List the Bidder's Recommendations, if any, for Response Time Exceptions.**

4.3.7. Liquidated Damage Assessment For Failure To Meet Response Time Standard

The bidder shall agree that it has carefully examined the nature of the tasks to be performed, that time is of the essence in the performance of its services under the Agreement, that the response times standards provide adequate time for the performance of its services under the Agreement, and that such response times standards represent the outer limits of acceptable performance. The bidder agrees that delays beyond the response times will result in damage to the County, the EMS Agency and the residents and visitors of the County. Therefore, the Agreement will include provisions for the payment of liquidated damages from the Contractor due to Contractor's failure to perform to the requirements of the Agreement. The parties will agree that such payment shall be considered as liquidated damages, and not as penalties, and further such sums recited in the Agreement represent a reasonable endeavor by the County, the EMS Agency, and the Contractor to estimate a fair compensation for the foreseeable damages to the County, the EMS Agency and the residents and visitors of the County from the Contractor's failure to comply with the Agreement.

- ❖ **Accept the Liquidated Damage Assessment Standards (Found in Form 4).**
- ❖ **Acknowledge that Payment of the Liquidated Damage Assessment does not Relieve the Contractor of Responsibility for Compliance with Response Time Standards (Found in FORM 4).**

Table15 lists the performance requirement and liquidated damage assessment for each zone and priority. The liquidated damages are assessed for each minute, or any portion of a minute.

Table 15: Per Call Liquidated Damages

Zone / Priority	Response Time Standard	Liquidated Damages Start	Per Minute Liquidated Damages	Excessive Delay	Excessive Delay Liquidated Damages
Metro					
P1&2	9 min	12:01 min	\$10.00	18 min	\$500.00
P3	20 min	25:01 min	\$10.00	40 min	\$500.00
P4	20 min	25:01 min	\$10.00	40 min	\$500.00
P5	Pickup+30min	>Pickup+30 min	\$5.00	N/A	N/A
P8 (CCT)	60 min	90:01 min	\$10.00	N/A	\$500.00
Suburban					
P1&2	12 min	15:01 min	\$10.00	24 min	\$500.00
P3	25 min	30:01 min	\$10.00	50 min	\$500.00
P4	N/A	N/A	N/A	N/A	N/A
P5	Pickup+30min	>Pickup+30 min	\$5.00	N/A	N/A
Rural					
P1&2	20 min	25:01 min	\$10.00	40 min	\$500.00
P3	30 min	35:01 min	\$10.00	60 min	\$500.00
P4	N/A	N/A	N/A	N/A	N/A
P5	Pickup+30min	>Pickup+30 min	\$5.00	N/A	N/A
Wilderness					
P1&2	45 min	50:01 min	\$10.00	90 min	\$500.00
P3	60 min	65:01 min	\$10.00	120 min	\$500.00

- ❖ **Accept the "Per Call" Liquidated Damage Assessment for Failure to Meet Response Time Standards (Found in Form 4).**

4.3.8. Penalty For Failure to Meet Response Time Compliance Time Standards

Each time that response time compliance is calculated at less than 90% of the response time standard, Contractor will pay the County liquidated damages in addition to those listed for individual calls as follows:

Table 16: Performance Standard Liquidated Damages

Zone / Priority	Performance Standard	Percentage Failure Liquidated Damages
Metro		
P1 & P2	9 min or less / 90%	\$100 for each tenth of a percent below standard
P3	20 min or Less / 90%	\$100 for each tenth of a percent below standard
P4	20 min or Less / 90%	\$100 for each tenth of a percent below standard
P5	Pickup+30min / 90%	\$100 for each tenth of a percent below standard
P8 (CCT)	60 min or Less / 90%	\$100 for each tenth of a percent below standard
Suburban		
P1 & P2	12 min or less / 90%	\$100 for each tenth of a percent below standard
P3	25 min or less / 90%	\$100 for each tenth of a percent below standard
P4	N/A	N/A
P5	Pickup+30min / 90%	\$100 for each tenth of a percent below standard
Rural		
P1 & P2	20 min or less / 90%	\$100 for each tenth of a percent below standard
P3	30 min or less / 90%	\$100 for each tenth of a percent below standard
P4	N/A	N/A
P5	Pickup+30min / 90%	\$100 for each tenth of a percent below standard
Wilderness		
P1 & P2	45 min or less / 90%	\$100 for each tenth of a percent below standard
P3	60 min or Less / 90%	\$100 for each tenth of a percent below standard
P4	N/A	N/A
P5	N/A	N/A

Priority 6 Responses - Due to the nature and variables involved, all Priority 6 response will be in accordance with EMS Policy #405.

❖ **Accept Liquidated Damage Assessment for Failure to Meet Response Zone Compliance Time Standards (Found in Form 4).**

4.3.9. Other Liquidated Damages

The following is a list of other liquidated damages they may be assessed during the term of the Agreement.

Table 17: Other Liquidated Damages

Occurrence	Liquidated Damages
BLS unit response where ALS unit required	\$1,000 per occurrence
Other Agency transport	\$2,500 per occurrence
Failed Response	\$5,000 per occurrence
Failure to properly staff an ambulance unit	\$500 per shift

Occurrence	Liquidated Damages
Failure to properly staff the EMS Communications Center with appropriately certified dispatch staff	\$500 per shift
Failure to properly license an ambulance unit	\$500 per occurrence
Failure to properly equip/supply an ambulance unit	\$500 per occurrence
Failure to furnish required documentation	\$50 per occurrence
Minor Breach	\$2500 per occurrence

- ❖ **Accept Liquidated Damage Assessment for Each of the Occurrences Listed for Other Liquidated Damages (Found in Form 4).**
- ❖ **Agree to Immediately Report those Calls that Resulted in a Failed Response to the EMS Agency (Found in Form 4).**

4.3.10. Liquidated Damages Suspended for Start-Up Period

The County and EMS Agency recognizes that the Contractor may require a short period to make adjustments to its initial system status and coverage plans. Therefore, the imposition of liquidated damages due to response time performance shall be suspended for the first three (3) months of the Agreement.

- ❖ **Acknowledge that the Imposition of Liquidated Damages shall be Suspended for the First Three Months of the Agreement (Found in Form 4).**

4.3.11. Assessment of Liquidated Damages

The Fresno County Emergency Medical Care Committee (EMCC) is an eleven (11) member EMS advisory committee appointed by the Board of Supervisors. The EMCC provides for a public review of the Contractor’s performance under the Agreement. The EMCC has multiple responsibilities under the Agreement, including approving the assessment of liquidated damages and a role in the Dispute and Appeals process.

Once the EMCC has approved the assessment of liquidated damages, the EMS Agency shall invoice the Contractor for the assessed amount. The Contractor shall pay the County within 30 days of being invoiced.

- ❖ **Accept the Liquidated Damage Assessment Procedure (Found in Form 4).**

4.3.12. Compliance/Liquidated Damage Disputes

The Contractor shall have the right to appeal such compliance failures or liquidated damages to the EMS Agency by submitting a written request for appeal to the EMS Agency. This is the first step in an appeal process which can include, the EMS Agency Director, the Fresno County Emergency Medical Care Committee, and the County Director of Public Health

If the Contractor disputes the EMS Agency’s response time calculation, or the imposition of any other penalties or liquidated damages, the Contractor may appeal to the EMS Agency Director in writing within ten working days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The EMS Agency Director shall provide a response to Contractor within five (5) working days on whether to support the original decision or not. The Contractor may appeal the decision of the EMS Agency Director to the EMCC at its normally scheduled meeting. The EMCC can support the Contractor’s appeal, modify the assessment, or not support the Contractor’s appeal. The Contractor may then appeal the decision to the County Public Health Director who shall review the appeal and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the

penalty in writing to the Contractor within thirty working days of receipt of such request. The decision of the County Director of Public Health regarding such matters shall be final.

❖ ***Accept the Compliance/Liquidated Damage Dispute Procedure (Found in FORM 4).***

4.3.13. Performance Monitoring and Reporting

The Contractor shall provide and support software or web-based performance monitoring, compliance, and reporting tools for use by the Contractor and EMS Agency. The compliance and reporting software shall, at a minimum:

- 4.3.13.1. Provide real time or near real time measurement of performance standards as outlined in this document;
- 4.3.13.2. Identify and list requests for service that fail to meet performance standards as outlined in this document;
- 4.3.13.3. Provide a user interface which supports the appeals process as outlined in this document;
- 4.3.13.4. Provide a user interface which supports submission of change requests/corrections for inaccurate CAD data; and
- 4.3.13.5. Generate reports of monthly, quarterly, bi-annual, annual, or ad hoc performance/contract compliance in a form acceptable to the EMS Agency.

The compliance and reporting software shall be made available to other ambulance providers within the EMS region at the discretion of the ambulance providers and at a cost determined between the Contractor and each ambulance provider.

In the event that the software is not a web-based system, the Contractor shall provide for the installation and maintenance of a T1 line or equivalent link to the EMS Agency for full use of the software.

- ❖ ***Provide and Support Software or Web-Based Performance Monitoring, Compliance and Reporting Tools for Use by the Contractor and EMS Agency (Found in Form 4)***
- ❖ ***Agree to Identify Causes of Performance Failures and Document Efforts to Eliminate these Problems (Found in Form 4).***
- ❖ ***Agree to Make Available to Other Ambulance Providers within the EMS Region, at the Discretion of the Ambulance Providers and at a Cost Determined Between the Contractor and Each Ambulance Provider (Found in Form 4).***

4.3.14. Bariatric Ambulance

Contractor shall maintain and provide at least one bariatric ambulance that is stationed in the EOA. The bariatric ambulance shall be designed to provide safe, dignified transport of the morbidly obese patient. The bariatric ambulance shall have the capacity to accommodate a patient weighing up to 1500 pounds and shall include an extra wide stretcher, a ramp, and a bed winch. Contractor’s personnel shall receive training for the safe movement and transport of morbidly obese patients.

- ❖ ***Describe the Bidder’s Bariatric Ambulance Equipment and Program, Including Specialized Training, its Availability for Emergency Responses, and Integration with the Emergency Response Plan.***

4.3.15. Critical Care Transport

Some patients within local healthcare facilities will require transportation to medical facilities to receive higher levels of treatment. Some of these patients will require attendants with training and skills beyond a paramedic’s basic scope of practice. When indicated, a registered nurse or an approved critical care paramedic will be made available to transport patients that require a CCT level of care. Contractor will be required to have one CCT unit available 24 hours per day, 365 days per year within the EOA. In the event that the CCT unit is not available due to

system demands, Contractor’s EMS Communications Center will assist the requesting party with locating the next closest CCT vehicle.

- ❖ *Agree to Staff and Equip a Critical Care Transport (Found in FORM 4).*
- ❖ *Describe the Bidder’s Critical Care Transport Program, including Specialized Training, its Availability for Emergency Responses, and Integration with the Emergency Response Plan.*

4.3.16. Advanced Life Support (Paramedic) Technical Rescue Team

The Contractor shall staff and equip an advanced life support (paramedic) technical rescue team. The purpose of this team is to provide a medical response to incidents which also require expertise in technical rescue within the region upon request. The Contractor’s technical rescue team will provide or assist with technical rescue activities under the direction of the on-scene incident commander. In most cases, the on-scene incident commander will be the senior on-scene law enforcement official. This will frequently involve coordination with the Fresno County Sheriff’s Office. Due to overlapping jurisdictional responsibilities, the Contractor’s team will need to coordinate its on-scene activities with several different responding agencies, including the City of Fresno and the Fresno County Fire Protection District.

The Contractor shall establish a liaison with the Fresno County Sheriff’s Office, City of Fresno, Fresno County Fire Protection District and other agencies having rescue capabilities to coordinate rescue team activities. The Contractor shall have a rescue team supervisor who shall act as a liaison between agencies.

- ❖ *Agree to Staff and Equip an Advanced Life Support (Paramedic) Technical Rescue Team, including a Rescue Team Supervisor (Found in FORM 4).*
- ❖ *Describe the Bidder’s Advanced Life Support (Paramedic) Technical Rescue Team Program, including Specialized Training, its Availability for Emergency Responses, and Integration with the Emergency Response Plan.*

Currently, the rescue team provides the necessary medical support for incidents involving the Fresno County Sheriff’s Department, and Fresno and Clovis Police Departments SWAT Teams. The role of the “SWAT Medic” is to coordinate medical support operations for the SWAT Team incident. This requires periodic training with the SWAT Team. Such medical support activities may be provided for other SWAT Teams throughout the region. To facilitate this support, some current rescue team members have completed a tactical medic course recommended by the National Tactical Officers Association.

- ❖ *Agree to Support and Coordinate with SWAT Teams within the County (Found in FORM 4).*

4.3.17. Air Ambulance / Air Rescue Services

The EMS Agency allows air ambulance or air rescue services to operate in the County for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights and transportation within the Contractor’s EOA. Prehospital utilization of such services is based upon EMS Agency policies and procedures. The Contractor shall comply with EMS Agency policies and procedures regarding the use of these services

- ❖ *Agree to Use Air Ambulance and Air Rescue Services according to EMS Agency Policies and Procedures (Found in Form 4).*

4.3.18. Stand-bys and Special Events

The Contractor shall provide, at no cost, stand-by advanced life support (paramedic) coverage at the request of any public safety agency in the EOA, including police, sheriff, fire, or California Highway Patrol, with a dedicated unit if such services can be maintained using available ambulance units already included in the Contractor’s system status plan. The

Contractor shall provide, at no cost, stand-by advanced life support (paramedic) coverage at the request of any fire agency in the EOA with a dedicated unit for stand-by at working structure and local grass fires. This does not include stand-by services for wildland and forest fires, which normally consists of a prolonged and sustained operation and is addressed under a separate agreement with the Contractor. In the event the Contractor receives conflicting requests for such stand-by services and cannot meet all of the requests under its system status plan, then the Contractor shall provide such coverage at its own reasonable discretion.

The Contractor shall provide stand-by special event coverage at no cost with a non-dedicated unit if such services can be maintained using available ambulance units already included in the Contractor's system status plan. The Contractor is encouraged to provide such non-dedicated stand-bys to events currently receiving such services (e.g., high school football games). If the Contractor is requested to provide such services with a dedicated ambulance unit, then the Contractor may enter into a separate agreement with the requesting party for such service. The Contractor shall make every attempt to negotiate a fair and reasonable charge for such services.

❖ ***Agree to the Stand-by and Special Event Coverage Requirements (Found in Form 4).***

4.3.19. Ambulances and Other Vehicles

Contractor shall provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required.

The Contractor shall furnish a sufficient number of ambulances equipped for ALS services to maintain a surplus of ambulances in excess of the Contractor's peak hour system status coverage, including rural-based units. Sufficient sets of ALS equipment shall be in inventory to staff each ALS ambulance capable of emergency service.

If Contractor proposes to use BLS ambulances for response to scheduled calls, the Contractor shall have sufficient BLS vehicles for that purpose. Similar to the ALS ambulances, sufficient sets of BLS equipment shall be in inventory to staff each BLS ambulance capable of providing service.

4.3.19.1. All ambulances used under the contract shall:

- 4.3.19.1.1. Be of Type I, II, or III;
- 4.3.19.1.2. Be procured new for this contract; and
- 4.3.19.1.3. Meet or exceed the current Federal KKK-A-1822 standards at the time of the vehicles original manufacture, except where such standards conflict with State of California standards, in which case the State standards shall prevail.

4.3.19.2. Vehicle markings shall be approved by the EMS Agency Director and include the following on each side and rear of vehicle:

- 4.3.19.2.1. "Paramedic" or "Paramedic Ambulance" on vehicles used as ALS ambulances;
- 4.3.19.2.2. 9-1-1 decal; and
- 4.3.19.2.3. County seal and "Emergency Medical Services".

4.3.19.3. All ambulances and supervisory vehicles exceeding 275,000 miles shall be removed from service and replaced with newly procured ambulances or vehicles.

4.3.19.4. The Contractor shall maintain, and provide to the EMS Agency, a complete listing of all ambulances and vehicles (including reserve ambulances) proposed to be used in the performance of the contract, which shall include an electronic copy (i.e., pdf) of the vehicle registration form for each vehicle used in the service of this Contract.

❖ ***Describe the Bidder's Proposed ALS and BLS (if Used) Fleet Size (including Primary and Reserve Vehicles) in Relation to Peak Load Coverage Requirements and Fleet Standardization Policies.***

- ❖ *Provide the Bidder's Specifications for New Vehicles to be Purchased for this Contract.*
- ❖ *List any Specifications Developed to Improve Reliability and any Standard Modifications to be Made to New Vehicles Prior to Placing them in Service.*
- ❖ *Agree to Replace All Ambulances and Supervisory Vehicles Exceeding 275,000 Miles (Found in FORM 4).*
- ❖ *Agree to Complete, Maintain, and Continuously Provide to EMS Agency a Listing of Ambulances and Electronic Copies of Vehicle Registration Forms (Found in FORM 4).*

4.3.20. Ambulance Equipment and Supplies

Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet Federal, State, and local requirements for ALS level ambulances and BLS ambulances, if used, including the requirements of Fresno County EMS Agency policies and procedures (EMS Policies #291 and #293).

All medical equipment shall be in good repair and safe working order at all times.

The Contractor shall have additional medical equipment so that there is sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

Contractor shall maintain, within the EOA, a surplus of all required supplies sufficient to sustain operations without interruption.

- ❖ *Agree to Maintain Equipment and Medical Supply Capacity in Accordance with EMS Policies #291 and #293 (Found in FORM 4).*
- ❖ *Describe the Required Equipment (Listed Above) to be Provided.*
- ❖ *Describe how Equipment is Selected for Use and the Procedures that Ensure Such Equipment is Properly Maintained*

4.3.21. Controlled Substances

The Contractor shall have controlled substance policies and procedures, consistent with Drug Enforcement Administration (DEA) requirements and EMS Agency policies, to govern the storage, inventory, accountability, restocking, and procurement of controlled drugs and substances permitted by the EMS Agency to be carried and utilized in the provisions of ALS by paramedics.

Any incident of non-compliance with controlled substance policies and procedures shall be reported immediately to the EMS Agency.

- ❖ *Describe the Bidder's Policy and Procedures Regarding Controlled Substances. Include Copies of the Bidder's Policies.*
- ❖ *Agree to Report any Non-Compliance with Controlled Substance Policy to the EMS Agency (Found in Form 4).*

4.3.22. Radios and In-Vehicle Communications and Equipment

The Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with the EMS Communications Center, base hospitals, other hospitals, fire agencies, and public safety agencies.

Each ambulance shall be equipped at a minimum with:

- 4.3.22.1. VHF and UHF mobile radios in the driver's compartment allowing staff to communicate with dispatch, hospitals, and other responding units and allied agencies;
- 4.3.22.2. UHF mobile radio installed in the patient compartment allowing the attending paramedic to communicate with the base and receiving hospitals;

- 4.3.22.3. UHF/VHF dual band portable radio for communications on scene;
- 4.3.22.4. Alerting device(s) to notify ambulance personnel of response need;
- 4.3.22.5. VHF and UHF mobile radio communications equipment must meet or exceed the requirements of EMS Agency Policy #291. An approved frequency/channel listing is available from the EMS Agency; and
- 4.3.22.6. Contractor shall provide in-vehicle mapping and response information technology that allows ambulance crews to receive response information, see map display and route of travel, and ability to immediately use push button technology integrated with the EMS Communications Center CAD to change status of the ambulance (i.e., enroute, at scene, etc.).

- ❖ ***Describe the Ambulance Emergency Communication and Alerting Devices to be Used.***
- ❖ ***Describe the Technology Equipment to be Provided in Each Type of Vehicle.***

4.3.23. Global Positioning Satellite (GPS) Technology

All ambulances and vehicles used to provide services under the Agreement will include the installation and maintenance of GPS, which shall be integrated with the EMS Communications Center CAD to allow the dispatcher to immediately determine location of the vehicle. No ambulance shall be placed into service unless it has a functioning GPS.

- ❖ ***Accept the Requirement for GPS on All Vehicles providing Services (Found in Form 4).***

4.3.24. Vehicle Maintenance Program

The Contractor’s vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency service.

All vehicles shall be kept in excellent working condition at all times. Interior and exterior appearance of vehicles shall remain excellent. The Contractor shall remove damaged ambulances from service and, in a timely manner, repair all ambulances with any deficiency that compromises, or may compromise, its performance.

- ❖ ***Describe the Bidder’s Proposed Maintenance Program, including Locations of Maintenance Services.***
- ❖ ***Describe Proposed Automated or Manual Maintenance Program Record Keeping System. the System Should Track both Scheduled and Unscheduled Maintenance (by Vehicle and by Fleet) and shall Track Equipment Failures during Ambulance Responses.***
- ❖ ***Document the Bidder’s Previous Three-Year Vehicle Failure Rate including Units In Route, at Scene, or with a Patient on Board.***
- ❖ ***Describe the Bidder’s Proposed Policies Regarding Timing of Equipment Replacement and Maintenance Incentive Programs.***
- ❖ ***Submit Qualifications of Maintenance Personnel to be Utilized, including Maintenance Program Managers.***
- ❖ ***Describe the Bidder’s Policies and Procedures for Maintaining the Working Condition of its Ambulances.***
- ❖ ***Describe the Bidder’s Policies and Procedures for Cleaning and Disinfecting its Ambulances.***

Maintenance records: Records of vehicle equipment maintenance shall be submitted to the EMS Agency within five (5) business days of request.

- ❖ ***Agree to Complete, Maintain, and Provide on Request to EMS Agency Copies of Equipment Failure Reports (Found in Form 4).***
- ❖ ***Agree to Complete, Maintain, and upon Request, Make Available to the EMS Agency within Five (5) Business Days of Request, Copies of Equipment and Vehicle Maintenance Reports (Found in Form 4).***

4.3.25. County Fuel System Access

The County shall make available and the Contractor shall have the right to purchase available motor vehicle fuel from the County through County's card lock fueling system at a rate equal to the County's cost plus: 1) five percent (5%) thereof; and 2) applicable Federal, State, and local taxes.

If the Contractor exercises its right to purchase available motor vehicle fuel from the County, the Contractor shall also pay to the County the County's direct costs of providing the Contractor with access to the County's card lock motor vehicle fuel system. The County shall invoice the Contractor monthly for motor vehicle fuel costs, plus any direct costs incurred during the billing period. The Contractor shall remit its payment monthly within thirty (30) calendar days after receipt of said invoices.

Motor vehicle fuel purchased under the Agreement shall be used by the Contractor only for purposes of providing ambulance and other services under the Agreement and for no other purpose whatsoever. The County shall provide the Contractor with access to the County's card lock motor vehicle fueling system at the same locations and under the same general conditions as such access is available to the County for its own vehicles.

❖ **Acknowledge that Contractor will have Access to County Fuel System, if Desired (Found in Form 4).**

4.3.26. Non-Transporting First Responder Agencies

4.3.26.1. Equipment and Supply Program

Except for radio and electronic patient care report (PCR) equipment, the Contractor shall stock and resupply first responder units with all durable and disposable medical supplies and equipment as listed in EMS Policy #291 under First Responder Units/Automated External Defibrillation (FRU/AED) with the following exception. The Contractor is not required to provide any equipment or supplies listed under "Personal Protective Equipment"; however, the Contractor will be required to supply the first responders with non-sterile gloves, which are routinely used at medical calls.

Resupplying of disposable medical supplies shall only be supplies that are expended when treatment has been provided by first responder agencies in accordance with EMS treatment protocols. Such resupply is limited to responses occurring within the EOA. The stocking and resupply of durable medical equipment includes the on-going maintenance and replacement of such equipment. The Contractor shall work with the first responder agencies within the EOA to develop a replacement schedule of equipment at the end of the equipment's life and also to assume immediate responsibility of maintenance for the durable medical equipment. The Contractor shall not be responsible to replace equipment that is lost or misused by the first responder agency. The EMS Agency will make final determination on any disagreements regarding the replacement of durable and/or non-durable medical equipment and supplies.

The Contractor shall work with first responder agencies within the EOA to develop a plan for supplies and restock. The Contractor shall develop and implement a program where the Contractor shall furnish a supply of durable medical equipment immediately so as to assure that the first responder apparatus is not left without required medical equipment. In addition, the Contractor will assure that the durable medical equipment include the necessary accessories to appropriately use the equipment on a patient.

Participation in this program is not required of each fire department in the EOA. Some of these departments may elect to provide their own equipment. For fire departments which do not wish to participate in this program at the commencement of the Agreement, but which later request to participate in it, the Contractor shall have reasonable time period from the date of the request to plan, budget, procure equipment, and implement such a program with these additional fire departments.

At the time of the release of this RFP, there are no first responder agencies providing ALS services. This restock program does not include ALS equipment or supplies.

4.3.26.2. First Responder Assistance Program

Some emergency medical conditions require additional personnel during the treatment of a patient. Specifically, patients in respiratory arrest, cardiac arrest, or an unstable airway generally require additional personnel. The EMS system utilizes local fire agencies as first responders (“First Responder”) to assist in the care of these patients.

County and Contractor recognize that First Responder agencies provide assistance to emergency ambulance services in the EOA. Contractor shall work with First Responder agencies to maximize the functional capacity and efficiency of the EMS System for the benefit of members of the public being served. Contractor shall ensure that all working relationships with First Responder agencies, including but not limited to funding and re-stocking of supplies, are in compliance with the requirements stipulated in this Agreement and all applicable State and Federal laws.

All funding provided by Contractor to support First Responder programs must be in compliance with 42 U.S.C. Sections 1320a-7a and 1320a-7b, the Federal Anti-Kickback Statute. Contractor shall, on an annual basis, certify to the County upon County’s request its compliance with the aforementioned statute. Contractor agrees to supply funding to First Responder agencies within the EOA on Priority 1 calls only at a rate of \$6.00 per incident call that the agency responds. Contractor shall further certify to County on an annual basis upon County’s request that the source of the funding rate payment to First Responder agencies is not derived from cost savings attributable to the federal/state funds received by Contractor for provision of services under this Agreement. Subject to the foregoing, the funding rate payment shall increase 3% annually.

4.3.26.3. Training Assistance Program

The Contractor shall provide to all first responder agencies BLS continuing education, initial and ongoing training and certification in CPR and AED operations. The contractor shall provide the training personnel hours and support needed by each first responder agency in order to meet and maintain the appropriate requirements for BLS certification. The contractor will be required to provide the training listed above at the locations that are determined by the first responder agency and at times that are reasonable times agreed upon by the Contractor and first responder agency. The continuing education training shall be coordinated with each agency and include current EMS system changes and updates in policy and/or State regulations. In addition to this training, the contractor can provide a CQI review for the first responder agency for each incident where an AED is placed on a patient.

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| <ul style="list-style-type: none"> ❖ <i>Describe the Bidder’s First Responder Durable and Disposable Equipment Program, including Restock and Maintenance of Supplies</i> ❖ <i>Agree to First Responder Assistance Program, Equipment and Supply Program, and Training Assistance Program (Found in Form 4).</i> |
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4.3.27. **Disaster Response**

During a declared disaster, as determined by an appropriate government agency either local or in the neighboring jurisdiction, the normal course of business under the Agreement shall be interrupted from the moment the disaster situation is made known to the Contractor by the EMS Agency Director, or his designee. Immediately upon such notification, the Contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the

locality where the disaster has occurred. The disaster related provisions of the Agreement are as follows:

- 4.3.27.1. During such periods, the Contractor may be released from response time performance requirements, including late run liquidated damages, until notified by the EMS Agency that disaster assistance may be terminated.
- 4.3.27.2. The Contractor shall develop a mechanism for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel.
- 4.3.27.3. When disaster assistance by the Contractor has been terminated, the Contractor shall resume normal operations under the Agreement as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.
- 4.3.27.4. During the course of the disaster, the Contractor shall use best efforts to provide local ambulance coverage, and may, if appropriate and in consultation with EMS Agency staff, suspend scheduled and, if necessary, urgent responses, informing persons requesting such service of the reason for the temporary suspension.
- 4.3.27.5. EMS Communications Center operations shall be altered as necessary to address the additional communications needs during disaster situations including the increased number of ambulance units, coordination of out-of-area mutual aid response units, hospital information coordination, and patient transport information.
- 4.3.27.6. Mutual aid/instant aid: Consistent with EMS Agency policy, Contractor shall render immediate "instant aid" and "mutual aid" in accordance with EMS policies and procedures in order to insure that timely emergency medical services are rendered to persons in need of such services within those areas.
- 4.3.27.7. Disaster planning: The Contractor shall actively participate with the EMS Agency in medical disaster preparedness activities. The Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the County and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any EMS Agency approved disaster exercise in which the EMS Agency disaster plan/multi-casualty incident (MCI) plan is exercised.
- 4.3.27.8. Incident Command System: At the scene of an MCI, the Contractor's personnel shall perform in accordance with the EMS Agency policies and procedures and participate in the Incident Command System (ICS) structure and in accordance with the requirements of the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS).

- ❖ *Accept the Disaster Response Requirements (Found in Form 4)*
- ❖ *Describe the Bidder's Mechanism for Ensuring that all Personnel are Trained and Prepared to Assume Responsibilities during an MCI in Accordance with the EMS Agency's MCI Plan, ICS and SEMS.*
- ❖ *Agree to Provide Field Personnel and Transport Resources for Participation in EMS Agency Approved Exercises and Drills (Found in Form 4).*
- ❖ *Agree to Designate a Representative to Regularly Attend Meetings and be the Liaison for Disaster Activities (Found in Form 4).*
- ❖ *Agree that the Bidder's Personnel will Operate within the ICS Structure as Specified in EMS Agency Policies (Found in FORM 4).*
- ❖ *Describe the Bidder's Plan/Policies for Disaster Response Preparedness including a Mechanism to Recall Personnel to Staff Additional Vehicles*
- ❖ *Agree to Provide Mutual Aid as Required (Found in FORM 4).*
- ❖ *Agree to Provide Out-of-County Mutual Aid, as Needed (Found in FORM 4.)*

4.3.28. Disaster Response Vehicle

The Contractor shall provide a minimum of one (1) disaster response vehicle that is capable of transporting equipment and personnel to a disaster location and is authorized by the California Highway Patrol as an emergency response vehicle. This vehicle shall be kept in good working condition and available for emergency response to a scene. The vehicle should not be operated as an ambulance for day-to-day operations, but may be utilized as a supervisor vehicle.

Prior to November 1, 2017, the Contractor shall submit to the EMS Agency a written proposal for a minimum equipment inventory to be stored in the disaster response vehicle. If Contractor chooses to use Field Supervisor vehicles to meet this requirement, Contractor shall provide a written proposal of equipment and supplies that will be maintained in each supervisor vehicle. The Contractor shall have a procedure for the prompt staffing of this vehicle with a driver authorized to operate emergencies vehicles.

Disaster Medical Support Unit: In addition to the above requirement for a Disaster Response Vehicle, the Contractor shall agree to provide housing and support of the State EMS Authority's Disaster Medical Support Unit (DMSU) through a signed agreement between the Contractor and State.

- ❖ *Agree to Disaster Response Vehicle Requirement (Found in Form 4)*
- ❖ *Agree to Provide Housing and Support of the State EMS Authority's Disaster Medical Support Unit (DMSU) through a Signed Agreement between the Contractor and State (Found in Form 4).*

4.3.29. System Committee Participation

The Contractor shall designate appropriate personnel to participate in the following committees identified by the EMS Agency as having an impact on emergency medical services for the County.

At a minimum, the Contractor is required to participate in the following committees:

Emergency Medical Care Committee: The Emergency Medical Care Committee is advisory to the EMS Agency and the Fresno County Board of Supervisors. Its primary role is to review ambulance performance in Fresno County and approve and levy liquidated damages (a financial assessment) on performance shortfall or agreement violations. The committee is comprised of 11 members appointed by the Fresno County Board of Supervisors.

EMS Operations Committee (EMSOC): EMSOC is comprised of representatives from first responder agencies, ambulance providers, air ambulance/rescue providers and acute care hospitals. The committee meets bi-monthly to address general EMS system concerns.

Continuous Quality Improvement (CQI) Committee: The CQI committee meets monthly to focus on medical care quality control issues and to make recommendations concerning training and policy development to the EMS Agency.

Disaster Medical Health Committee (DMHC): The DMHC is representatives from local hospitals, health departments, and agencies that meet regularly to discuss disaster preparedness and exercises.

❖ **Agree to Participate in the EMS Committees Listed Above and Related Subcommittees (Found in Form 4).**

4.4. DISPATCH OPERATIONS

Contractor shall staff and operate the Fresno County EMS Communications Center and provide emergency dispatch services necessary to receive and respond to requests for emergency medical and fire incidents, as required by this RFP and as described in Contractor’s proposal.

The Fresno County EMS Communications Center is a regional dispatch center that provides dispatch services to EMS providers in Fresno, Kings, and Madera counties and fire dispatch service to several fire departments in Fresno County.

Currently, the EMS Communications Center provides dispatch services to agencies listed in Table 5 and Table 6.

4.4.1. EMS and Fire Dispatch Services

The Contractor shall provide emergency dispatch services for EMS and fire providers throughout the EMS region. Responsibilities of the Contractor at the Fresno County EMS Communications Center include:

- 4.4.1.1. Receive and process calls for emergency medical and fire assistance from primary and/or secondary public safety answering points and from seven-digit and “ring-down” telephone lines;
- 4.4.1.2. Utilizing the International Academy Emergency Medical Dispatch (EMD) and Emergency Fire Dispatch (EFD) Protocols, prioritize the urgency of the response to medical and fire incidents;
- 4.4.1.3. Process and monitor EMS and fire responses using the County’s computer aided dispatch (CAD) system;
- 4.4.1.4. Dispatch appropriate EMS and fire resources utilizing radio communications and alerting equipment;
- 4.4.1.5. Utilizing the EMD and EFD protocols, provide post-dispatch and pre-arrival instructions to callers;
- 4.4.1.6. Relay pertinent information to responding personnel and other dispatch centers;
- 4.4.1.7. Monitor and track responding resources;
- 4.4.1.8. Coordinate mutual aid requests and requests for specialized equipment; and
- 4.4.1.9. Coordinate with public safety and EMS providers as needed.

The Contractor shall utilize the County’s (CAD) system currently installed at the Fresno County EMS Communications Center. The County CAD system is InformCad v5.4. provided by Tritech Software Systems, Inc.

- ❖ **Describe the Process that the Bidder’s Dispatch Center will Use to Meet these Requirements**
- ❖ **Describe the Proposed Method of Providing Dispatch Services.**
- ❖ **Identify at Least One other EMS System in which the Bidder Operates a Dispatch Center.**
- ❖ **Provide the Following Information about this Center:**

- *For Whom does the Center Provide Services?*
- *How are Public Safety Agencies and Other Ambulance Services Integrated into Dispatch Services?*
- *What EMD Priority Dispatch System is Used?*
- *What Capabilities does the CAD System have?*
- *Is the Center Accredited by the International Academy of Emergency Dispatch (IAED)? If so, when was this Achieved?*
- *Provide Contact Information for Three Public Safety Organizations in the Service Area for the Center.*

4.4.2. Other Agency Dispatch Services

Contractor shall be responsible for providing dispatch services for ambulance providers outside of the EOA and fire agencies within Fresno County. These fire and ambulance agencies contract with the County for dispatch services and the Contractor’s costs to provide these dispatch services are included in the agreement and passed on to the Contractor. Under the current arrangement, the Contractor allocates the cost of its services to the out of county ambulance providers and participating fire departments to assure that the cost of operating the dispatch center is not fully costed to the EOA. Specifically, the Contractor must ensure that out of county ambulance providers and fire departments are paying their share of the cost of dispatch services to assure that the revenue from within the EOA is not burdened with the full cost of providing dispatch services outside of the EOA.

The Contractor will acknowledge and accept the following out of county ambulance providers and fire departments being dispatched by the Contractor at the Fresno County EMS Communications Center. The listing below includes the FY 16/17 revenue to the Contractor and specific performance requirements. Individual dispatch agreements are available from the EMS Agency upon request. Contractor shall be willing to provide ambulance and/or fire dispatch services to other agencies and to negotiate in good faith with those providers

Table 18 lists the FY16/17 revenue from agencies being dispatched by the Contractor at the EMS Communications Center.

Table 18: Agency Revenue for Provision of Dispatch Services

Type	Agency	FY 16/17 Contractor Revenue	Comments
Ambulance	American Ambulance – Kings County	\$264,000.00	
Ambulance	Pistoresi Ambulance (Madera)	\$48,708.00	
Ambulance	Sierra Ambulance (Oakhurst)	\$15,648.00	
Fire	Clovis Fire Department	\$281,128.00	
Fire	Fresno Fire Department (Includes North Central and Fig Garden Fire Districts)	\$680,760.00	Requires 2 full-time (24/7) radio operators
Fire	Kingsburg Fire Department	\$3,636.00	
Fire	Laton Fire District	\$1,690.50	
Fire	Riverdale Fire District	\$1509.00	
Fire	Sanger Fire Department	\$6,972.00	
Fire	Selma Fire Department	\$4,995.00	
	Total	\$1,309,047.00	

- ❖ *Agree to Provide Regional Dispatch Services for Existing Ambulance Providers and Fire Departments as Listed Above (Found in Form 4).*
- ❖ *Agree to Accept the Performance and Conditions of Existing Dispatch Agreements, including the Established FY 16/17 Revenue Amounts for Each Agency Listed Above for the Continuation of Regional Dispatch Services (Found in Form 4).*
- ❖ *Describe the Bidder's Plan to Staff and Provide Dispatch Services for Existing Ambulance Providers and Fire Departments.*
- ❖ *Agree to Negotiate in Good Faith with Other Ambulance and/or Fire Agencies Regarding the Provision of Dispatch Services (Found in Form 4).*

4.4.3. Priority Dispatch System

The Contractor shall utilize the International Academy of Emergency Dispatch's (IAED) medical and fire dispatch protocol reference system, including:

- 4.4.3.1. Systematized caller interrogation questions;
- 4.4.3.2. Systematized dispatch life support instructions; and
- 4.4.3.3. Systematized coding protocols that allow the agency to match the dispatcher's evaluation of the injury or illness severity with the vehicle response (emergency and/or non-emergency) in accordance with EMS Agency Policy #401.

- ❖ *Accept the Requirement to Utilize the International Academy of Emergency Dispatch's Medical Dispatch Protocol Reference System (Found in Form 4).*
- ❖ *Describe the Bidder's Experience in Using Priority Medical and Fire Dispatch Protocols.*

4.4.4. Designated EMS Helicopter Dispatch Center

Contractor acknowledges that the Fresno County EMS Communications Center is the designated regional EMS helicopter dispatch center for dispatch of helicopters in the 4-County EMS region.

- ❖ *Acknowledge that the Contractor will be Responsible for Dispatch of EMS Helicopters as the Designated EMS Helicopter Dispatch Center for the 4-County EMS Region (Found in Form 4).*

4.4.5. Dispatch Performance Standards

The Contractor shall provide sufficient dispatcher staff at the EMS Communications Center to allow prompt answering of all telephone requests for ambulance service and no telephone request for immediate ambulance response shall be placed on hold except for rare times of extreme system overload. This includes ring down lines with hospitals and other dispatch centers. In addition, staffing shall be adequate in order to allow dispatchers to provide necessary telephone pre-arrival instructions except for rare times of extreme system overload. The following minimum standards form the objective performance data for EMS dispatch operations:

- 4.4.5.1. For each month, a minimum of ninety-eight percent (98%) of calls for service through the 9-1-1 system shall be answered in three (3) rings or less.
- 4.4.5.2. For each month, a minimum of ninety percent (90%) of all requests for the immediate and urgent dispatch of an ambulance and/or fire apparatus, in accordance with EMS Agency approved dispatch protocols and excluding multiple unit responses and reassigned responses, shall be alerted (the dispatcher completes all necessary procedures to alert the unit) within sixty (60) seconds of the call received time. This includes both the Contractor's units and other ambulance agency units.

- ❖ *Accept the Dispatch Performance Standards (Found in Form 4).*
- ❖ *Describe the Bidder's Experience in Meeting Dispatch Performance Standards.*

4.4.6. EMS Communications Center Staffing

4.4.6.1. The dispatch center shall be staffed with a sufficient number of appropriately trained and locally certified dispatchers to accomplish the above functions.

Contractor shall provide that a minimum of one (1) dispatch supervisor who shall be on duty twenty-four (24) hours a day, seven (7) days a week and act as the primary point of contact during day-to-day operations. The supervisor shall meet and maintain all requirements in training and certification of a dispatcher.

❖ ***Describe the Bidder's Proposed Staffing Plan for the EMS Communications Center, including Supervisory and Management Staff.***

4.4.6.2. Contractor shall assure that appropriate personnel, agencies and/or departments are immediately notified of specific events, incidents, system/radio failures or occurrences in accordance with established policies and procedures.

❖ ***Acknowledge Requirement for Immediate Notification of Agencies during Specific Events (Found in FORM 4).***

4.4.6.3. Dispatchers must be trained and certified in the Medical Priority Dispatch System through the International Academy of Emergency Medical Dispatch (IAEMD) and Fire Priority Dispatch System through the International Academy of Emergency Fire Dispatch (IAEFD). Dispatchers must possess a valid CPR card. Dispatchers are certified by the EMS Agency and are required to attend continuing education and recertification testing in order to maintain their certification. Bidders shall refer to the EMS Agency Policies and Procedures for dispatcher certification and recertification requirements.

The Contractor's dispatcher training course outline and curriculum shall be approved by the EMS Agency. Dispatch preceptors utilized to provide direct dispatch training shall be approved by the EMS Agency.

❖ ***Describe the Bidder's Training Program for Emergency Medical Dispatchers.***
 ❖ ***Accept Dispatch Training Requirements (Found in Form 4)***
 ❖ ***Describe the Bidder's Continuing Education Program for Dispatchers.***

4.4.7. EMS Communications Center Management

Contractor shall have appropriate management and staff to provide oversight and support of dispatch personnel. This includes equivalent positions to director, manager, quality improvement coordinator, training coordinator, etc.

❖ ***Provide an Organizational Chart Identifying the Key Positions in the EMS Communications Center.***
 ❖ ***Provide the Job Description for Each of Key Positions.***

4.4.7.1. The EMS Agency currently assigns three (3) County employees to the EMS Communications Center. The role of these County employees (and the role of other EMS Agency, County staff, or Fire Department staff which may periodically visit the EMS Communications Center) is not a supervisory role over Contractor's personnel and is not a method of directing dispatch operations except in rare circumstances, such as disaster operations. The EMS Agency role is to provide CAD support and on-going maintenance to CAD systems/interface and GIS mapping, liaison with various EMS and fire providers and dispatch centers, and to monitor the Contractor's operations for adherence to standards of the Agreement and EMS Agency/Fire Policies and Procedures.

❖ ***Acknowledge the Assignment of County Employees at the EMS Communications Center (Found in FORM 4).***

4.4.8. Accreditation

The dispatch center shall receive, within twenty-four (24) months, and maintain designation, as a center of excellence by the International Academy of Emergency Dispatch (IAED) for emergency medical dispatch during the entire term of the Agreement.

❖ *Describe the Bidder's Plan to Attain and Maintain IAED Accreditation.*

4.4.9. EMS Communications Center Call Volume

Table 21 lists the number of dispatches that occurred in 2015.

Table 21 – EMS Dispatch Center Call Volume

EMS Response Jurisdiction	Total Dispatches
American	142,069
Coalinga	2,632
Eastern Madera	3,732
Kings County	15,876
Kingsburg	1,501
Madera Valley	12,623
Out of Area	382
Reedley	5,532
Sanger	3,339
Selma	6,112
Tulare County	733

Fire Response Jurisdiction	Total Dispatches
Clovis	10,033
Fire Out of Area	62
Fresno City	49,986
Fresno County	1,865
Kings County Fire	4
Kingsburg City	1,346
Laton City	195
Mariposa CDF	76
Riverdale City	152
Sanger City	2,626
Selma City	2,715
Tulare County Fire	3

❖ *Acknowledge Dispatch Center Call Volume (Found in Form 4).*

4.4.10. EMS Communications Center Costs

The Contractor shall be responsible to pay for use of the County's EMS Communications Center.

The charges to the Contractor for use of the EMS Communications Center under the Agreement shall include the following:

- 4.4.10.1. The charges to the Contractor for use of the EMS Communications Center shall be Eight Thousand Four Hundred dollars (\$8,400) per month. In the event that the County secures or builds another communications center or expands the existing communications center, the cost to the Contractor shall increase to the then rental market rate and the new square footage.
- 4.4.10.2. Unsecured property tax bill: \$12,359 annually (Estimated amount based on previous year's tax bill).
- 4.4.10.3. The contractor shall be solely responsible for structural and general maintenance of the entire EMS Communications Center (including, but not limited to, necessary and scheduled roof repair and normal useful life replacement, repairs to or normal useful life replacement of the mechanical systems, and repairs to electrical systems) as specified in Attachment B-1. This also includes routine janitorial service to the entire facility.

❖ *Accept EMS Communications Center Costs and Maintenance Requirements (Found in FORM 4).*

4.5. PERSONNEL

4.5.1. Clinical and Staffing Standards

The Contractor’s provision of Emergency Ambulance Services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, County ordinances, and EMS Agency policies, procedures and protocols.

All persons employed by the Contractor in the performance of work under this RFP shall be competent, highly skilled, and shall maintain appropriate and currently valid certificates / licenses / accreditations in their respective trade or profession. The Contractor shall be held accountable for its employees’ licensure, performance and actions.

❖ ***Describe the Bidder’s Process for Ensuring that All Persons Employed by the Contractor in the Performance of Work under this RFP shall be Competent, Highly Skilled, and shall Hold Appropriate and Currently Valid Certificates/Licenses/Accreditations in their Respective Trade or Profession.***

4.5.2. Ambulance Staffing

The Contractor shall provide one-hundred percent (100%) of the ground ambulances for services within the EOA, except in the following situations (in which case the following conditions shall apply):

- 4.5.2.1. Contract ambulance services to the State or Federal government, including, but not limited to, Veteran’s Administration contract ambulance services and fire camp stand-bys.
- 4.5.2.2. During periods of a local disaster, as declared by an authorized Federal, State, or local agency official, the Contractor shall be exempt from providing advanced life support (paramedic) level staff if it has exhausted, or is unable to recall in a timely manner not detrimental to patient care, all its paramedic level personnel.

The EMS Agency requirement for minimum staffing of advanced life support (paramedic) units is one (1) currently California-licensed and locally-accredited paramedic and one (1) currently trained and locally certified EMT.

The Contractor shall in any event be responsible to provide an advanced life support (paramedic) staffed and equipped ambulance unit to one-hundred percent (100%) of Priority 1, 2, 3, and 4 requests for services, as defined in the EMS Agency Policy and Procedures Manual, and all incidents where a scheduled transport (Priority 5) requires an advanced life support (paramedic) ambulance unit.

All patients transported by a paramedic-staffed ambulance, regardless of the level of care needed during transport to the hospital, shall be attended by the paramedic in the patient compartment.

At any time during the term of the Agreement, the requirement for advanced life support (paramedic) staffing may be modified by the EMS Agency based upon system evolution.

❖ ***Describe the Bidder’s Mechanism for Ensuring that Ambulance Staffing Standards shall be Met.***
 ❖ ***Agree to Ambulance Staffing Requirements (Found in FORM 4).***

4.5.3. Field Supervisor

The Contractor shall provide continuous supervision of its operations through a “Field Supervisor” who is available twenty-four (24) hours-per-day, each and every day of the year for 100% of the time that the Agreement is in effect. The Contractor shall establish a schedule for such Field Supervisors which provides for prompt availability of such personnel for major incidents, unusual occurrences, and management of complaints. The Field Supervisor should not be assigned or scheduled on an ambulance unit when the individual is the “Field Supervisor”. The “Field Supervisor” shall be a licensed and locally accredited paramedic and assigned to a vehicle that is supplied and equipped to provide advanced life support care and treatment.

- ❖ *Agree to Field Supervisor Requirement (Found in FORM 4).*
- ❖ *Describe Field Supervisor Responsibilities and Capabilities.*

4.5.4. Failure to Meet Ambulance Staffing or Clinical Standards

The Contractor shall pay a fine of \$500 whenever an ambulance, not staffed as required, responds to an emergency call. Within 72 hours of discovery, the Contractor shall provide the EMS Agency with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

- ❖ *Accept Penalties for Failure to Meet Ambulance Staffing and Clinical Standards (Found in Form 4).*
- ❖ *Agree to Report any Failure to Meet Ambulance Staffing and Clinical Standards as Required by the EMS Agency (Found in Form 4).*

4.5.5. System Education

4.5.5.1. EMS Continuing Education

The Contractor shall provide in-service training programs for its EMT, paramedic, and dispatch personnel. Such programs shall annually provide a minimum of twenty-four (24) hours of advanced life support (paramedic) level continuing education, twelve (12) hours of EMT level continuing education, and twelve (12) hours of dispatcher continuing education. Such training programs shall be open to personnel from local hospitals and EMS provider agencies.

4.5.5.2. Paramedic Assist Training

The Contractor shall develop and provide a paramedic-assist training program (approved by the EMS Agency) to first responder personnel stationed within the EOA, upon the request of their first responder agency. Consistent with EMS Policy #542, paramedic assist training provides information to first responder BLS personnel on procedures that may be used to assist paramedic personnel with the provision of ALS procedures and specialized equipment on the ambulance.

4.5.5.3. Primary Training

The Contractor shall, upon the request of the EMS Agency, participate in the education, training, and in-service training of EMS dispatch, first responder, EMT, National Park Service Paramedic, paramedic, Mobile Intensive Care Nurse (MICN), and EMS Base Hospital Physician personnel. The Contractor shall provide an orientation of its local operation, upon request, to prehospital first responders operating within the EOA and for EMS training programs conducted by the EMS Agency. The Contractor shall provide adequate numbers of EMS Training Officers for field evaluations and EMS primary training programs (including, but not limited to, field internships for Paramedic and Paramedic students).

4.5.5.4. Community Education

- 4.5.5.4.1. CPR Training - The Contractor shall annually sponsor or participate in a minimum of twenty-four (24) CPR classes in the Metropolitan/Urban area and twelve (12) CPR classes in the Rural and Remote/Wilderness areas. Such training programs shall be publicized within the EOA to schools, industry, business, government and the general public, and rotated throughout the EOA.
- 4.5.5.4.2. Public Information - The Contractor shall participate in general public information and education programs as outlined in Contractor's Proposal.

- ❖ *Agree to the System Education Requirements (Found in Form 4).*
- ❖ *Describe the Bidders Proposed Continuing Education and System Education Program*

4.5.5.5. Driver-Training

The Contractor shall maintain an on-going driver-training program for ambulance personnel.

❖ *Describe the Bidder's Driver-Training Program.*

4.5.5.6. Health Insurance Portability and Accountability Act of 1996

The Contractor shall ensure that patients' privacy and confidentiality shall be protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy. Contractor's employees shall not disclose patient medical information to unauthorized persons or entities.

❖ *Describe the Bidder's Policy and Training Program Regarding Patient Privacy and Confidentiality.*

4.5.5.7. Professionalism and Courtesy

The conduct and appearance of the Contractor's personnel must be professional and courteous at all times.

❖ *Describe the Bidder's Standards Regarding Professionalism and Courtesy.*

4.5.5.8. Preparation for Multi-Patient Response

The Contractor shall ensure that all ambulance personnel and supervisory staff are trained and prepared to assume their respective roles and responsibilities under the Fresno County Multi-Casualty Incident (MCI) policies and procedures. In addition, the following education shall be required for EMTs, paramedics, dispatchers, and management personnel:

- 4.5.5.8.1. ICS-100 or ICS-100.b training;
- 4.5.5.8.2. ICS-200 or ICS-200.b training;
- 4.5.5.8.3. IS-700.a training;
- 4.5.5.8.4. Hazardous materials first responder awareness (FRA) training;
- 4.5.5.8.5. Ambulance strike team leader training (field supervisors);
- 4.5.5.8.6. ICS-300 training (supervisory personnel);
- 4.5.5.8.7. IS-800.b training (supervisory personnel); and
- 4.5.5.8.8. Hazardous materials first responder operations (FRO) training (supervisory personnel).

4.5.5.9. Working Conditions for Ambulance Personnel

The Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. The primary issues are patient care and personnel safety. The Contractor is expected to utilize sound management principles which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to the extent that their judgment or motor skills may be impaired.

Due to the wide variety of management practices utilized throughout the EMS/ambulance industry, no specific requirements regarding work schedules and working conditions are established (except for the response unit hour utilization ratio restrictions placed upon 24-hour shifts).

❖ *Describe Contractor's Strategy for Establishing Work Schedules for Ambulance Personnel.*

❖ *Describe Work Schedules, Shift Assignments, Policies including those Related to Workload Protection, and any Audit Criteria Related to Work Schedules and Working Conditions.*

❖ *Describe the Contractor's Fatigue Policy.*

4.5.5.10. New Employee Recruitment and Screening Process

The Contractor shall operate a comprehensive program of personnel recruitment and screening designed to attract and select field personnel to include a pre-hiring assessment of an individual's knowledge, skills, and physical fitness.

❖ *Describe the Bidder's Personnel Recruitment and Screening Process.*

4.5.5.11. Treatment of Incumbent Workers

If a new provider is the successful bidder, the Contractor shall provide a reasonable opportunity for the employees of the current provider to seek employment with the Contractor. The Contractor shall not interfere with the ability of the current contract holder to provide services, including holding job fairs or recruitments that would entice the incumbent workforce to abandon shifts.

❖ *Describe the Bidder's Process to Offer Jobs to Employees of the Incumbent.*

4.5.5.12. Safety and Infection Control

Contractor shall provide personnel with training, equipment, and immunizations necessary to ensure protection from illness or injury when in the scope of their employment.

The Contractor shall have a Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.

Contractor shall immediately notify the EMS Agency of any Cal/OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against Contractor's Fresno County operations.

❖ *Describe the Bidder's Programs for Occupational Health and Safety.*
 ❖ *Describe the Bidder's Safety and Infection Training and Equipment.*
 ❖ *Describe the Bidder's Communicable Disease Control and Safety Policies and Procedures.*
 ❖ *Agree to Report any Cal/OSHA Major Enforcement Actions, and of any Litigation, or Other Legal or Regulatory Proceedings within Five (5) Business Days (Found in Form 4).*

4.5.5.13. Employee Assistance Program

The nature of work in emergency medical services may produce stress in prehospital care personnel. The Contractor shall maintain an employee assistance program (EAP) for its employees.

❖ *Describe the Bidder's EAP.*

4.6. CONTINUOUS QUALITY IMPROVEMENT (CQI)

The Contractor shall, throughout its organization strive for clinical excellence. This includes, but is not limited to:

- Clinical care and patient outcome
- Skills maintenance/competency
- Excellent working knowledge of EMS Agency policies and procedures
- Patient care and incident documentation
- Evaluation and remediation of field and dispatch personnel
- Measurable performance standards
- Implementation and operationalization of its CQI plan

Services and care delivered must be evaluated by the Contractor's internal quality improvement program, and as necessary, through the EMS Agency's quality improvement program in order to improve and maintain effective clinical performance, to detect and correct performance deficiencies, and to continuously upgrade the performance and reliability of Contractor's services. Clinical and response-time performance must be extremely reliable with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This Agreement requires the highest levels of performance and reliability and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. If the Contractor fails to perform to the Agreement standards, Contractor may be found to be in major breach of their contract and promptly replaced in order to protect the public health and safety.

The Contractor shall have a process to remediate and terminate prehospital care personnel for failure to meet clinical excellence standards.

The Contractor shall establish a comprehensive EMS CQI program meeting the requirements of Section 100402, Title 22, California Code of Regulations (EMS System Quality Improvement) and the California EMS System Quality Improvement Guidelines.

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

The Contractor's CQI program shall be capable of identifying significant clinical errors and deviations from EMS Agency policy and initiating corrective action to prevent future occurrences in a time appropriate manner.

The Contractor shall participate in the EMS Agency's CQI program and make available all relevant records for program monitoring and evaluation.

- ❖ *Describe the Bidder's Standards for Clinical Excellence and how it Plans to Achieve Such Excellence throughout its Organization.*
- ❖ *Describe the Bidder's Process for Monitoring and Measuring Clinical Excellence.*
- ❖ *Describe the Bidder's Evaluation Processes Aimed at Achieving Clinical Excellence, including Remediation Processes and Consequences for Failure to Remediate.*
- ❖ *Accept the Requirement to Conduct an Effective Internal Quality Improvement Program and the Penalty for Failure to Meet this Requirement (Found in Form 4).*
- ❖ *Agree to Maintain a Process to Remediate and Terminate Prehospital Care Personnel for Failure to Meet Clinical Excellence Standards (Found in Form 4).*
- ❖ *Describe the Bidder's CQI Plan, including Training for Personnel (Note: this Plan, including any Future Revisions, is Subject to the EMS Agency's Review and Approval).*
- ❖ *Agree to Participate in the EMS Agency's CQI Program and Make Available All Relevant Records Required for Program Monitoring and Evaluation (Found in Form 4).*

4.6.1. Medical Control

The EMS Agency maintains a physician as its EMS Medical Director, with substantial experience in the practice of emergency medicine, to provide medical control and oversight to assure medical accountability throughout the planning, implementation, and evaluation of the local EMS system (Health & Safety Code 1797.202).

The EMS system utilizes both on-line and off-line medical control. The 4-county EMS region currently has seven (7) base hospitals with two of these base hospitals residing in the Fresno County EOA. The prehospital personnel throughout the EMS system operate primarily on standing orders, with on-line medical control reserved for a few ALS interventions and physician consultation when required or needed. All EMS Agency policies and procedures, including EMS treatment protocols, can be found on the EMS Agency website at www.ccemsa.org.

4.6.2. Continuous Quality Improvement Plan Evaluation

Contractor shall:

- 4.6.2.1. Review its CQI plan annually for appropriateness to the Contractor’s operation and revise as needed.
- 4.6.2.2. Provide the EMS Agency with an annual report and a revised CQI plan. The annual report shall include all evaluation metrics, corrective actions, and performance improvement plans implemented during the preceding twelve (12) months.
- 4.6.2.3. Submit CQI reports as required by EMS Agency policies and procedures.
- 4.6.2.4. Develop an individual or system performance improvement plan (PIP) when the CQI program identifies a need for improvement.

- ❖ *Agree to Develop and Implement a Written CQI Plan (Found in Form 4 ➔ Agree to Develop, in Cooperation with the EMS Agency, a Performance Improvement Plan when the CQI Process Identifies a Need for Improvement*
- ❖ *Agree to Review its CQI Plan Annually (Found in Form 4).*
- ❖ *Agree to Submit CQI Reports required by this RFP and the EMS Agency (Found in Form 4).*

4.6.3. Dispatch Quality

As it relates to its dispatch operation, Contractor’s CQI program shall meet the standards described in the National Academy of Emergency Dispatch standards. It shall address structural, resource, and/or protocol deficiencies as well as measure compliance to minimum protocol compliance standards.

- ❖ *Describe the Bidder’s Dispatch CQI Program.*

4.6.4. Clinical/CQI Coordinator

Contractor shall employ a Clinical/CQI Coordinator, who may also be the designated prehospital liaison officer (PLO) for the Contractor, to plan and direct clinical quality improvement activities designed to ensure continuous delivery of clinical excellence consistent with established standards.

- ❖ *Agree to Clinical/CQI Coordinator Requirement (Found in Form 4).*
- ❖ *Describe Clinical/CQI Coordinator Responsibilities and Capabilities.*

4.6.5. Inquiries and Complaints

The Contractor shall respond to EMS Agency inquiries about service and/or complaints within one business day of notification. The Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

- ❖ *Describe the Bidder's Inquiry and Complaint Management System.*
- ❖ *Agree to Respond to EMS Agency Inquiries about Service and/or Complaints within One Business Day (Found in Form 4).*
- ❖ *Agree to Provide a Monthly Report to the EMS Agency of All Service Complaints Received and their Disposition/Resolution (Found in Form 4).*

4.6.6. Accreditation

Contractor shall receive, within twenty-four (24) months, accreditation by the Commission on the Accreditation of Ambulance Services (CAAS) for its Fresno County operation and shall maintain this accreditation during the term of the Agreement. Failure to maintain accreditation may be considered a major breach.

- ❖ *Describe the Bidder's Plan to Attain and Maintain CAAS Accreditation.*

4.6.7. County Contract Monitoring Costs

The Contractor shall contribute to the funding of EMS Agency staff for monitoring contract compliance and evaluating the EMS system.

- ❖ *Agree to Pay the Monitoring Cost Specified (Found in Form 4).*

4.7. DATA AND REPORTING

4.7.1. Electronic Patient Care Record System

Contractor shall utilize an electronic patient care record (ePCR) system that is:

- 4.7.1.1. NEMSIS and CEMSIS compliant;
- 4.7.1.2. Meets the requirements of the state EMSA. Please refer to http://www.emsa.ca.gov/Media/Default/PDF/EMSA_Data_Strategy_Version5.pdf; and
- 4.7.1.3. Approved by the EMS Agency.

Electronic patient care reporting (ePCR) shall be used for patient documentation on all EMS system responses including patient contacts, canceled calls, and non-transports. The ePCR shall be accurately completed to include all information required by and established in Title 22, Division 9, Chapter 4, Article 8, Section 100171 and information shall be distributed according to established EMS Agency policies and procedures. The Contractor will participate in the local Health Information Exchange (HIE), which includes local hospitals and other healthcare organizations. The Contractor will actively participate in the HIE through attendance at meetings and exchange of data.

The Contractor shall leave a copy of the PCR (electronic or printed) at the receiving hospital upon delivery of each patient. The EMS Agency may levy a liquidated damage for each incident that a PCR is not left with the patient at the receiving hospital.

Within 24 hours, Contractor shall provide access for the EMS Agency and appropriate receiving hospitals to patient care records in computer readable format and suitable for statistical analysis for all priorities. Records shall contain all information documented on the ePCR and other NEMSIS fields not included on ePCR record for all EMS system responses including patient contacts, cancelled calls, non-transports.

Contractor shall be required to provide other data points, which may be reasonably requested, including any needed modifications to support EMS system data collection.

- ❖ *Describe the Bidder's Planned ePCR System.*
- ❖ *Describe the Process for Transmitting or Providing ePCR System Access to Receiving Hospitals.*
- ❖ *Provide, in a Digital Format, Three Years of NEMSIS Compliant Data. Note: Since NEMSIS Compliant Data*

- has Only Recently become Available, the Contractor will Agree to Collect Data until Three Years of Data is Collected and then Maintain Three Years of Data Going Forward (Found in Form 4).*
- ❖ *Provide a Report to the EMS Agency for the State EMS Authority's Core Measures Annual Reporting (Found in Form 4).*
 - ❖ *Agree to Complete, Maintain, and Continuously Provide to the EMS Agency Required Data (Found in Form 4).*
 - ❖ *Agree to Use an ePCR System that is in Compliance with State and Local Requirements (Found in Form 4).*
 - ❖ *Agree to Provide the EMS Agency with Access to All Data in ePCR System (Found in Form 4).*
 - ❖ *Agree to Provide the EMS Agency with Access to and Training in Bidder's ePCR System (Found in Form 4).*
 - ❖ *Agree to actively participate in the local Health Information Exchange (Found in Form 4)*
 - ❖ *Accept the ePCR Liquidated Damages Assessment (Found in Form 4)*

4.7.2. Performance Monitoring, Compliance, and Reporting Tools

As described in Section 4.3.13, the Contractor shall provide and support software or web-based Performance Monitoring, Compliance and Reporting tools for use by the Contractor and EMS Agency.

4.7.3. Data Use and Reporting Responsibilities

The Contractor shall submit reports, in a timely manner, which are supported by documentation or other verifiable information, as required by the EMS Agency.

Contractor will submit required data elements in an electronic format acceptable to the EMS Agency.

- ❖ *Agree to Submit Reports and Supporting Documentation to the EMS Agency in a Timely Manner (Found in Form 4).*
- ❖ *Agree to Submit Required Data Elements in an Electronic Format Acceptable to the EMS Agency (Found in Form 4).*

4.7.4. Personnel Records

The Contractor shall maintain current records related to EMT, paramedic, and dispatcher licensing, accreditation, certification, and continuing education.

- ❖ *Agree to Complete, Maintain, and Provide to the EMS Agency, upon Request, Copies of Current Records Related to EMT, Paramedic, and Dispatcher Licensing, Accreditation, Certification, and Continuing Education (Found in Form 4)*
- ❖ *Agree to Complete, Maintain, and (Subject to Employee Privacy Rights) upon Request, Make Available to the EMS Agency within Five (5) Business Days of Request, Copies of Personnel Records, including Current Licensure and Certification (Found in Form 4).*

4.7.5. Audits and Inspections

The Contractor shall retain and make available for inspection by the County and EMS Agency during the term of the contract and for at least a three-year period from expiration of the contract all documents and records required and described herein.

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives, including EMS Agency representatives and the EMS Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for the EMS Agency's examination and audit, all contracts (including labor agreements), invoices, materials, payrolls, inventory records, records of personnel (with the

exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by the contract.

County and EMS Agency may at any time, without interfering with emergency operations, conduct an announced or unannounced inspection of Contractor’s ambulances, supervisor’s vehicles, maintenance and supply facilities, and dispatch center.

County and EMS Agency representatives may, at any time, and without notification, directly observe and inspect the Contractor’s operation, ride as a “third person” on any of the Contractor’s ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor’s employees in the performance of their duties, and shall, at all times, be respectful of the Contractor’s employer/employee relationship.

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

❖ ***Agree to Audits and Inspections Required by the County (Found in Form 4).***

4.7.6. Notification of Regulatory Actions

Within seven (7) business days of being notified, the Contractor shall notify the EMS Agency of the initiation, finding, or resolution of any legal or regulatory actions or sanctions against the Contractor, including lawsuits, suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.

❖ ***Agree to Notify the EMS Agency of any Legal or Regulatory Actions against the Contractor, as Described (Found in FORM 4).***

4.8. FINANCIAL AND ADMINISTRATIVE SECTION

4.8.1. Efficiency and Operating Margin

The County and EMS Agency are placing additional focus on the financial information provided by the bidder and the assurance of realistic forecasting of expenses and revenues. Recent changes in ambulance providers in other parts of the State have occurred that were due to unrealistic revenue projections and/or unforeseen expenses. The submission of information in the required forms may seem duplicative in some areas; however, it will provide the County and EMS Agency with all of the necessary information for review of this section.

The efficiency of the provider is a factor in the selection of an ambulance Contractor. The County accepts that the proposal should be structured to provide the bidder with a fair rate of return on its investment in providing the services. However, the County will consider the anticipated operating margin and cost per unit hour when ranking proposals.

In the event that legislation is passed or there are changes in reimbursement resulting in a substantial increase in collected revenue to the Contractor, the County shall meet with Contractor to determine any adjustment to ambulance user fees or consideration of additional services that may be needed in the EOA.

❖ ***Bidders Must Complete and Submit both Paper and Microsoft Excel Versions of the Spreadsheet Templates which will be Provided by the County. The Spreadsheet Templates are Designed to Provide Pertinent and Necessary Information which will be Used to Compare the Efficiency of Bidders and Each Bidder’s Anticipated Operating Margin.***

❖ ***Agree that, in event of substantial increase in reimbursement due to legislation or other regulatory changes, County may require an adjustment to ambulance user fees or consider additional services that may be needed in the EOA.***

4.8.2. Budget

To fulfill this requirement, the bidder shall provide complete information on the “full costs” of its proposed service. Information shall include the bidder’s operational budgets for each year of the first three years of operation. Additionally, the bidder shall provide complete information on its projected revenue from ambulance service billing and any other revenue sources for each of the first three years. If revenue from ambulance service billing does not cover costs of operations, the bidder shall document its projected source of revenue to offset such loss and shall detail the bidder’s projected timeframe to recoup losses. The bidder shall bid new ambulances and equipment.

“Full Cost” shall mean all costs attributable to the provision of service.

- ❖ ➤ **Submit a Completed “Proposed Operating Budget” (Found in form ##), for Each of the First Three Years of the Contract.**
- ❖ ➤ **Submit a Completed “Bidder’s Budget Information” (Found in Form ##).**
- ❖ ➤ **The Submitted Budgets should Identify any Budgetary Assumptions that Impact the Projected Revenues, including Payer Mix, Charges, Collection Practices, Staffing Patterns, and Labor Costs. The Bidder should Ensure that any Such Assumptions Comply with Information Submitted Elsewhere in its Proposal.**
- ❖ **Note: The Budget must Demonstrate that the Bidder’s Proposed Charges are Sufficient to Provide the Level of Services that is Proposed. Any Attempt to “Underbid” that Shows Insufficient Revenues will be Considered Non-Responsive and the County may Disqualify the Proposal.**

4.8.3. Personnel Costs

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

- ❖ ➤ **Include a Copy of Personnel Compensation/Fringe Benefits Package for EMTs, Paramedics, and Dispatchers in this Proposal.**
- ❖ ➤ **Submit Completed Copies of Compensation Package (Found in Forms 6 – 8)**

4.8.4. Proposed Ambulance Charges

The primary compensation for the Contractor for services rendered under the Agreement will be from funds received from fee-for-service billings and collections from patients and responsible third parties and contract reimbursement mechanisms. This includes charges to Medicare and Medi-Cal (Medicaid) for services to beneficiaries of these programs.

Fees and other reimbursement mechanism for services, other than ground ambulance services and ground advanced life support (paramedic) ambulance services, are not regulated through the Agreement. This includes, but is not limited to, air ambulance services and critical care transportations services.

4.8.4.1. Fee-for Service

The fee structure and the following Billing Level Definitions were developed to coincide with Federal Register, Part IV, Department of Health and Human Services, Centers for Medicare and Medicaid Services, Section 42 CFR Parts 410 and 414 - Medicare Program; Fee Schedule for Payment of Ambulance Services; Final Rule, published in the February 27, 2002 Federal Register, pages 9100 through 9135 as further clarified in the Program Memorandum to Intermediaries/Carriers Transmittal AB-02-130.

The Bidder shall define the BLS Base Rate and strictly adhere to the identified multipliers for the remaining rates listed in the user fee schedule. The bidder shall provide the cost or rate for those areas that are to be defined by the bidder. If awarded the exclusive Contract, the bidder will be held to the proposed maximum allowable fees for no less than two (2) years. Table 22 is the Fee Schedule that the bidder will provide in Form 4.

Table 22 – Fee Schedule Rates and Multipliers (Found on Form ##)

User Fee	Charge
BLS Base Rate	To be defined by bidder
BLS Emergency Base Rate	160% of BLS Base Rate
ALS1 Base Rate	120% of BLS Base Rate
ALS1 Emergency Base Rate	190% of BLS Base Rate
ALS2 Base Rate	275% of BLS Base Rate
Paramedic Intercept	175% of BLS Base Rate
Specialty Care Transport	325% of BLS Base Rate
Mileage (rate per mile)	To be defined by bidder
Non-Transport ALS Treatment Fee	To be defined by bidder
Non-Transport ALS Assessment Fee	To be defined by bidder
Stand-by Rate (waiting with patient)	To be defined by bidder - \$\$/15 min
Special Event Stand-by (dedicated unit)	To be defined by bidder - \$\$/15 min

4.8.4.2. Billing Definitions

- 4.8.4.2.1. BLS Base Rate – Transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State. The ambulance must be staffed by an individual who is qualified in accordance with State and local laws as an emergency medical technician – basic (EMT-Basic).
- 4.8.4.2.2. BLS Emergency Base Rate - A BLS Base Rate with a higher relative value to recognize the additional costs incurred in responding immediately to an emergency medical condition. An emergency response is a BLS or ALS1 level of service that has been provided in immediate response to a 9-1-1 call or the equivalent. An immediate response is one in which the ambulance provider begins as quickly as possible to take steps necessary to respond to the call.
- 4.8.4.2.3. ALS1 Base Rate – Advanced life support, level 1 (ALS1) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an ALS assessment or at least one (1) ALS intervention.
- 4.8.4.2.4. Advanced Life Support (ALS) Assessment – An assessment performed by an ALS crew as part of an emergency response that was necessary because the patient’s reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment. An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service.
- 4.8.4.2.5. Advanced Life Support (ALS) Intervention – A procedure that is, in accordance with State and local laws, beyond the scope of an emergency medical technician-basic (EMT-Basic).
- 4.8.4.2.6. ALS1 Emergency Base Rate - An ALS1 Base Rate with a higher relative value to recognize the additional costs incurred in responding immediately to an

emergency medical condition. An emergency response is a BLS or ALS1 level of service that has been provided in immediate response to a 9-1-1 call or the equivalent. An immediate response is one in which the ambulance provider begins as quickly as possible to take steps necessary to respond to the call.

4.8.4.2.7. ALS2 Base Rate – The transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including: 1) at least three (3) separate administrations of one (1) or more medications by intravenous push/bolus or by continuous infusion(excluding crystalloid fluids); or 2) ground ambulance vehicle transport and the provision of at least one (1) of the ALS2 procedures listed below:

4.8.4.2.7.1. Manual defibrillation/cardioversion

4.8.4.2.7.2. Endotracheal intubation

4.8.4.2.7.3. Central venous line

4.8.4.2.7.4. Cardiac pacing

4.8.4.2.7.5. Chest decompression

4.8.4.2.7.6. Surgical airway

4.8.4.2.7.7. Intraosseous line

4.8.4.2.8. Paramedic Intercept - ALS services provided by an entity that does not provide the ambulance transport. This includes ALS rendezvous. These services are defined in 42 CFR 410.40.

4.8.4.2.9. Mileage (loaded Mileage) – The rate per mile for the number of miles for which the patient is transported in the ambulance vehicle.

4.8.4.2.10. Non-Transport ALS Treatment Fee - The non-transport ALS treatment fee is charged when the Contractor’s personnel arrive on-scene of an ambulance request, perform ALS treatment skills (excluding EKG interpretation) in accordance with EMS Agency Policy and Procedures, and the patient is not transported by ambulance. The Contractor may segregate charges under this fee for applicable insurance billing (e.g., response fee, mileage-to-scene, etc.). However, the total of segregate charges shall not exceed the maximum allowable non-transport ALS treatment fee.

4.8.4.2.11. Non-Transport ALS Assessment Fee – The non-transport fee is charged when the Contractor’s personnel arrive on-scene of an ambulance request, perform an ALS assessment, and the patient is not transported by ambulance. The Contractor may segregate charges under this fee for applicable insurance billing (e.g., response fee, mileage-to-scene, etc.). However, the total of segregate charges shall not exceed the maximum allowable non-transport ALS assessment fee.

4.8.4.3. User Fee Adjustment

Contractor’s proposed ambulance charges shall remain in full force and effect for the first two years of the initial term of the Agreement. When the Contractor reasonably believes that an adjustment to maximum allowable user fees is necessary, the Contractor shall provide a written request to the EMS Agency Director that includes detailed justification for modification of ambulance charges. The EMS Agency and County will schedule the request for consideration by the Board of Supervisors. The burden of proving the facts supporting any of Contractor's requests for an increase in maximum allowable user fees shall rest entirely with the Contractor. No change in ambulance charges can occur until approved by the Board of Supervisors.

- ❖ **Submit the Completed Form “Bidder’s Budget Information – Projected Charges for Services” (Found in Form 4).**
- ❖ **Submit the Completed Form “Charge Scenarios” (Found in Form 12)**
- ❖ **Agree to Ambulance User Fee Adjustment Process (Found in Form 4).**
- ❖ **Agree that the Rates Submitted by the Bidder will Remain in Effect for the First Two Years of the Initial Contract (Found in Form 4).**

4.8.4.4. Medicare and Medi-Cal

Contractor shall accept Medicare and Medi-Cal assignment.

- ❖ **Agree to Accept Medicare and Medi-Cal Assignment (Found in Form 4).**

4.8.4.5. Medical Assistance Program and Correctional Health Services

Contractor shall accept reimbursement at Medi-Cal rates for all transports of patients enrolled in the County’s Medical Indigent Services Program (MISP) and for all inmates, jail detainees, and juvenile wards for whom the County is financially responsible.

- ❖ **Agree to Accept Reimbursement at Medi-Cal Rates for All Transports of Patients Enrolled in the County’s Medical Indigent Services Program (MISP) and for All Inmates, Jail Detainees, and juvenile wards for Whom the County is Financially Responsible (Found in Form 4).**

4.8.4.6. Compassionate Care Policy

Contractor shall establish and maintain a compassionate care policy to remove the financial burden of ambulance transport for qualified patients.

- ❖ **Describe the Bidder’s Compassionate Care Program including Customer Eligibility Criteria.**

4.8.4.7. Performance Security

The Contractor acknowledges that the procurement process leading up to the Agreement establishes an EOA for an essential governmental service -- that is, the EMS Agency has, upon the recommendation of the County, designated an EOA and the County has contracted with a provider agency whose purpose is to provide for the public’s emergency medical needs (i.e., the Contractor). In this regard, the Contractor acknowledges and agrees that:

The County and the EMS Agency must ensure that provisions exist to allow for the continuation of such services in the case of default by the Contractor;

This Agreement has been structured to allow the County immediate access to funds to obtain a replacement provider of Emergency Ambulance Service in the interim period from the Contractor’s default until a new ambulance contractor can be selected;

By participating in the procurement process leading up to the Agreement, the Contractor recognizes and acknowledges the importance of the public health and safety, and agrees that emergency replacement provisions in the event of the Contractor’s default under the Agreement, as set forth in the Agreement are a necessary and important inducement for the County and the EMS Agency to conduct the competitive procurement process leading up to the Agreement, and for the County to enter into the Agreement; and

Additional performance security requirements are as follows:

- 4.8.4.7.1. The Contractor must obtain and maintain in full force and effect, throughout the term of the Agreement, a performance security in the amount of Five Million and No/100 Dollars (\$5,000,000.00) in the form of an irrevocable stand-by letter of credit. Such irrevocable stand-by letter of credit shall be acceptable in form and

content to the County. The bank issuing the irrevocable stand-by letter of credit shall also be acceptable to the County. In addition, such irrevocable stand-by letter of credit shall:

- 4.8.4.7.1.1. Be payable to the County or the County's DPH Director;
- 4.8.4.7.1.2. Issued by a bank doing business in California, with a branch located in Fresno County at which payment will be made;
- 4.8.4.7.1.3. Be for a term of at least one (1) year, and any extension(s) of the term of such letter of credit shall be for terms of at least one (1) year each;
- 4.8.4.7.1.4. Specifically recite and accept the Agreement's requirements that the bank shall immediately release performance security funds at sight to the County upon the County's presentation of documentary evidence (the form and substance of which shall be determined by the County) that the Board of Supervisors made the determination that, pursuant to provisions set forth, the Contractor is in major breach of the Agreement; and
- 4.8.4.7.1.5. Specifically acknowledge and agree that litigation brought by the Contractor or the bank, if any, in connection with the Board of Supervisor's declaration that the Contractor is in major breach of the Agreement and that litigation, if any, brought by Contractor or the bank against the County, the EMS Agency, or their respective officers, agents or employees in connection with the Board of Supervisors' declaration of major breach or the County's emergency takeover/replacement of Contractor's operations shall only be initiated after the bank releases the performance security funds to the County.

❖ **Accept the Requirements for Performance Security (Found in Form 4).**

4.8.4.8. Takeover

In addition to all other rights and remedies of the County, the County as the secured party shall have the right to take possession of the equipment and supplies for the purpose of providing ambulance services within Fresno County until such time as the County can contract with another provider of ambulance services.

In addition, if the County determines that a major breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health and safety are endangered, and after the Contractor has been given notice and reasonable opportunity to correct such deficiency, the Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/ replacement which shall be effected within 72 hours after a finding of major breach by County.

❖ **Accept the Takeover Requirements (Found in Form 4).**

4.8.4.9. Business Office, Billing and Collection System

- 4.8.4.9.1. Local Office – Contractor shall maintain a local business office within Fresno County for billing assistance and other customer inquiries.
- 4.8.4.9.2. Telephone access – Contractor shall provide a toll-free telephone number that allows patients to speak to a customer service representative at Contractor's billing office.
- 4.8.4.9.3. Billing and collections system – The Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims.

- ❖ ***Describe the Bidder's Billing and Collection System.***
- ❖ ***Describe how the Bidder Evaluates and Improves the Billing and Collection System. Give at Least One Example of System Improvement in the Past Year.***
- ❖ ***Agree to Complete, Maintain, and upon Request, Make Available to the County within Five (5) Business Days of Request, Copies of Patient Billing and Account Documentation (Found in Form 4).***

4.8.4.10. Annual Financial Review

Contractor shall make available for County and EMS Agency review, a year-end financial report. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. The financial statements will clearly support and identify the operations which are the subject of the agreements statements shall be available to the County and EMS Agency on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Fresno County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for Fresno County contract services available to the County at County's request. Contractor agrees that all revenue generated using personnel or equipment expensed as described in the Agreement will be credited to Fresno County revenues.

If deemed necessary, County may initiate an independent financial audit of Contractor's Fresno County operation. Contractor shall reimburse County for fees charged to the County by the independent financial auditor, not to exceed \$30,000.

- ❖ ***Agree to Make Available to the County or EMS Agency an Annual Audited Financial Statement According to the Requirements Identified (Found in Form 4).***
- ❖ ***Agree that the County may Initiate an Independent Financial Audit of Contractor's Fresno County Operation and Agree to Reimburse the County up to \$30,000 for the Cost of Such an Audit (Found in Form 4).***

SECTION 5: CONTRACT ADMINISTRATION

- ❖ *Agree to Accept Contract Language included in Section 5 (Found in Form 4).*
- ❖ *Describe any Proposed Change to the Contract Language included in Section 5.*

5.1. Contract Administrator

The Fresno County EMS Agency Director shall serve as the Contract Administrator, and shall represent the County in all matters pertaining to the Agreement and shall administer the Agreement on behalf of the County. The Contract Administrator or his designee may:

- 5.1.1. Audit and inspect the Contractor's operational, finance, patient care, and personnel records;
- 5.1.2. Monitor the Contractor's service and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and EMS Agency policies and procedures;
- 5.1.3. Provide technical guidance, as the Contract Administrator deems appropriate.

5.2. Term of Agreement

The term of the Agreement shall commence at 12:00 a.m. on January 1, 2018, and shall terminate at 11:59 pm on December 31, 2022, unless terminated earlier pursuant to the terms and conditions of the Agreement.

5.2.1. Conditions for Contract Extension

At its sole discretion, the Fresno County Board of Supervisors may extend the exclusive market rights granted to the Contractor for one (1) successive and separate five-year period. No less than twenty-four (24) months prior to the expiration of the contract term, the Contractor may petition the EMS Agency, in writing, for a five-year extension.

The County's decision to grant an extension will consider, but not be limited to, how well the Contractor has performed in the following areas:

- 5.2.1.1. Compliance with the terms of its contract with the County;
- 5.2.1.2. Operational and financial areas;
- 5.2.1.3. Effectiveness of the Contractor's continuous quality improvement program in identifying opportunities for improvement and achieving demonstrable improvements in those areas;
- 5.2.1.4. Cooperation of management in assisting the EMS Agency with system operation and enhancements;
- 5.2.1.5. Number of substantiated complaints filed against the Contractor and the manner in which the Contractor handled them;
- 5.2.1.6. Consistency in maintaining and/or improving its professional image;
- 5.2.1.7. Level of cooperation between the Contractor and other participants within the EMS System.

5.3. Other Contract Language

5.3.1. Notices

All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party or any other person shall be in writing and either personally delivered or sent by prepaid postage, first class mail. Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

Contractor: _____

County: EMS Director
Fresno County EMS Agency
1221 Fulton Mall, 5th Floor
Fresno, CA 93721

5.3.2. Monitoring Costs

Contractor shall pay the County an annual fee for the cost of monitoring Contractor’s operational and clinical performance and other compliance with the terms of the Agreement. The monitoring fee for the first year of this contract is \$810,747. Beginning in January 2019 and continuing each January through the term of the Agreement, the EMS Director shall review the monitoring costs with the Contractor for any adjustments that will take effect on July 1 of each year. In no event shall the monitoring fee increase greater than the difference between current CPI index at that time and the CPI index from the previous year. One quarter of the annual fee shall be due on January 1, April 1, July 1, and October 1 of each year of this contract.

5.3.3. End of Contract Transition Period

Contractor agrees to continue to provide service after the end of the contract period in accordance with the “lame duck” provisions of the Agreement in order to ensure a safe and orderly transition of service to a successor contractor.

5.3.4. Relationships and Accountability

Should the Contractor utilize one or more Subcontractors to provide any of the Contractor’s primary responsibilities, the Contractor shall seek and obtain approval of the subcontract(s) from County, and provide assurance to the County that each of the Subcontractor(s) is professionally prepared for and understands its role within the system.

- 5.3.4.1. The Contractor shall provide clear evidence that the scope of service designed for the Subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.
- 5.3.4.2. If the subcontract(s) and associated scope of service is approved, the Contractor shall be accountable for the performance of the Subcontractor(s).
- 5.3.4.3. The inability or failure of any Subcontractor(s) to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under the Agreement.
- 5.3.4.4. The Contractor shall designate a management liaison to work with the Fresno County EMS Agency in monitoring compliance of Subcontractor(s) with contractual and system standards.

5.3.5. General Subcontracting Provisions

All subcontracts of the Contractor for provision of services under the Agreement shall be notified of the Contractor’s relationship to County. The Contractor has legal responsibility for performance of all contract terms including those subcontracted. Nothing in the Agreement, or in any Subcontract, shall preclude the County from monitoring the EMS activity of any Subcontractor.

There shall be a section in each subcontract requiring prior approval from the County before any subcontract may be modified. The Contractor shall assure that the subcontractors cooperate fully with the County. In the event discrepancies or disputes arise between the Agreement and the subcontracts, the terms of the Agreement shall prevail in all cases.

5.3.6. Performance Criteria

All Subcontractors will be held to the same performance criteria as the primary Contractor, with respect to quality improvement activities, medical control, continuing education, and penalties for non-compliance.

5.3.7. Termination of Agreement

5.3.7.1. County's Termination Without Reason

The County may terminate the Agreement at any time without any reason upon one-hundred eighty (180) calendar days with prior express written notice thereof given to the Contractor. Prior to giving termination notice, the County shall notify the Contractor of its intention to terminate the Agreement and shall allow the Contractor an opportunity to appear before the Board of Supervisors concerning such notice of termination. Any termination by the County shall be without penalty or expense paid by the County to the Contractor.

5.3.7.2. Termination for Cause

Either party may terminate the Agreement at any time for cause or for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.

Major breach shall include, but not be limited to:

- 5.3.7.2.1. The Contractor fails to operate its ambulance, emergency medical dispatch, and emergency medical services program in a manner which enables the County, the EMS Agency and the Contractor to remain in compliance with the requirements of Federal, State, and local laws, rules and regulations and EMS Agency Policy and Procedures.
- 5.3.7.2.2. The Contractor's Proposal including credentials/proposal or bidder's budget information which the Contractor provided to the County or the EMS Agency pursuant to the procurement process contain(s) an untrue statement(s) of a material fact or omit(s) to state a material fact(s) necessary to make a statement(s) therein not misleading in the light of the circumstances under which it was made.
- 5.3.7.2.3. The Contractor willfully falsifies data supplied to the County, the EMS Agency, or the EMS Medical Director, or his designee, during the course of performing operations under the Agreement.
- 5.3.7.2.4. The Contractor fails to substantially comply with its proposed system status plan for ambulance coverage during the first three (3) months of operations under the Agreement
- 5.3.7.2.5. The Contractor fails to comply with the minimum employee wage/salary compensation and benefit package and hiring practices as submitted as part of Contractor's Proposal.
- 5.3.7.2.6. The Contractor's personnel or its subcontractor(s) personnel chronically or persistently fail to conduct themselves in a professional and courteous manner where, within a reasonable time following written notice by the County and/or EMS Agency to correct such misconduct (but in no event more than thirty (30) calendar days from the date of such notice being given), reasonable remedial action has not been taken by the Contractor.
- 5.3.7.2.7. The Contractor fails to comply with the response time performance requirements for metro and suburban zones for any three (3) consecutive months (regardless of whether such months are in two (2) calendar years), or for any four (4) non-consecutive months in a calendar year.
- 5.3.7.2.8. If the EMS Agency sets standards for the measurement of selected Rural or Remote/Wilderness area response times on a quarterly basis and the Contractor fails to comply with such response time performance requirements for any two (2) consecutive quarters or for any three (3) non-consecutive quarters in a calendar year.
- 5.3.7.2.9. The Contractor fails to consistently meet or exceed the clinical performance standards required herein.

- 5.3.7.2.10. The Contractor fails to participate in the established QA/CQI program of the EMS Agency, including, but not limited to, investigation of incidents and implementing prescribed corrective actions.
- 5.3.7.2.11. The Contractor fails to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with the Contractor's equipment replacement program, as submitted as part of Contractor's Proposal.
- 5.3.7.2.12. The Contractor violates the non-competition or "outside work" provisions of the Agreement as detailed in Section 5.3.15.
- 5.3.7.2.13. The Contractor fails to furnish and maintain key personnel of at least the same quality and experience as proposed in the Contractor's Proposal.
- 5.3.7.2.14. The Contractor fails to comply with the user fee setting, billing, and collection procedures under the Agreement.
- 5.3.7.2.15. The Contractor fails to implement and maintain facility/equipment lease programs required in the Agreement.
- 5.3.7.2.16. The Contractor fails to cooperate with and assist the County in the investigation or correction of any of Contractor's alleged or actual Minor Breach(es) or major breach(es) of the Agreement, including, but not limited to, Contractor's chronic or persistent failure to comply with terms and conditions stipulated in written notice(s) given by the County or EMS Agency to correct any of Contractor's Minor Breach(es) under the Agreement.
- 5.3.7.2.17. The Contractor fails to cooperate with and assist the County in its takeover or replacement of the Contractor's operations after a major breach of the Agreement by the Contractor has been declared by the County.
- 5.3.7.2.18. The Contractor fails to assist County or County's subsequent ambulance contractor in the orderly transition or scaling down of Contractor's services during the transition from Contractor to the County's subsequent ambulance contractor if County enters into a subsequent Agreement with another ambulance contractor and such Agreement does not include the Contractor.
- 5.3.7.2.19. The Contractor fails to comply with required payment of liquidated damages within one hundred eighty (180) calendar days written notice given to Contractor of the imposition of such liquidated damages.
- 5.3.7.2.20. The Contractor fails to maintain in full force and effect the insurance coverage required in the Agreement.
- 5.3.7.2.21. The Contractor fails to maintain in full force and effect the performance security requirements as specified in the Agreement.
- 5.3.7.2.22. The Contractor fails to appropriately maintain and operate the EMS Communications Center pursuant to the terms and conditions of the Agreement.
- 5.3.7.2.23. A receiver is appointed to take possession of all or substantially all of the assets of Contractor.
- 5.3.7.2.24. The Contractor makes an assignment for the benefit of creditors.
- 5.3.7.2.25. There is the attachment, lien, levy, encumbrance, execution or other judicial seizure of all or substantially all of Contractor's assets (or any other right or interest of Contractor in property) used to carry out its obligations under the Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains undismissed, undischarged, or not released for a period of ten (10) business days after the attachment, lien, levy, encumbrance, execution or other seizure thereof.
- 5.3.7.2.26. The Contractor takes any action or suffers under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.

- 5.3.7.2.27. The Contractor files any voluntary petition in bankruptcy, or any of the Contractor's creditors file any involuntary petition in bankruptcy, which involuntary petition remains undischarged for a period of thirty (30) days.
 - 5.3.7.2.28. The Contractor admits in writing to its inability to pay its debts as they become due.
 - 5.3.7.2.29. The Contractor files any answer admitting, or fails timely to contest, a material allegation of a petition filed against Contractor in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation or dissolution of the Contractor or similar relief.
 - 5.3.7.2.30. The Contractor (either voluntarily or by operation of law) assigns, conveys, or transfers the Agreement, or any part of the Agreement, including any right or obligation hereunder, in violation of the terms of the Agreement.
 - 5.3.7.2.31. The Contractor willfully attempts to intimidate or otherwise punish or dissuade its personnel who desire to interview with or to sign contingent employment agreements with competing bidders during a subsequent procurement process by the County/EMS Agency for the same or similar services provided by the Contractor under the Agreement.
 - 5.3.7.2.32. The Contractor willfully attempts to intimidate or otherwise punish or dissuade its personnel or subcontractors from cooperating with or reporting concerns, deficiencies, and the like regarding Contractor or its subcontractors, if any, to the County or EMS Agency or any governmental agency having the jurisdiction over such matter.
 - 5.3.7.2.33. There are any other willful acts or omissions of the Contractor that endanger the public health and safety.
- 5.3.7.3. Declaration of Major Breach and Takeover/Replacement Service
- If the Fresno County Board of Supervisors determines that a major breach has occurred, and if the nature of the breach is, in the Board's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/ replacement which shall be effected within seventy-two (72) hours after finding of major breach by the Board of Supervisors.
- Contractor shall provide the ambulances and crew stations in Fresno County to County, in mitigation of any damages to County, resulting from Contractor's breach or failure to perform. However, during County's takeover of the ambulances and equipment, County and Contractor will be considered lessee and lessor, respectively.
- 5.3.7.4. Dispute After Takeover/Replacement
 - 5.3.7.5. Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by County. Neither shall such dispute by Contractor delay County's access to Contractor's performance security.
 - 5.3.7.6. Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with, and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to County, shall not be construed as acceptance by Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recovery should a court later determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with County to effect a safe and orderly takeover/replacement of services shall constitute a major breach under this ordinance, even if it is later determined that the original declaration of major breach was made in error.
 - 5.3.7.7. Breach Not Dangerous to Public Health and Safety

If County declares Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, Contractor may dispute County's claim of major breach prior to takeover/replacement of Contractor's operations by County.

5.3.7.8. Liquidated Damages for Major Breach and Takeover/Replacement Service

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

For these reasons, this liquidated damages provision is a fair and necessary part of this contract. The minimum amount of these additional costs to County (e.g., costs in excess of those that would have been incurred by County if the default had not occurred) could be not less than \$5,000,000 even assuming County's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach and takeover/replacement by County of Contractor's services, Contractor shall pay County liquidated damages in the amount of \$5,000,000 [same as performance bond].

5.3.8. County Responsibilities

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

5.3.9. "Lame duck" Provisions

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

5.3.9.1. Throughout such "lame duck" period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to the subsequent winning contractor;

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

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

5.3.10. Indemnification for Taxes and Contributions

Contractor shall exonerate, indemnify, defend, and hold harmless County from and against any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of the Agreement (including, without limitation, unemployment insurance, and social security and payroll tax withholding).

5.3.11. Equal Employment Opportunity

During and in relation to the performance of the Agreement, Contractor agrees as follows:

5.3.11.1. Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status pursuant to all applicable State of California and Federal statutes and regulations.

5.3.11.2. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status.

In the event of Contractor's non-compliance with the non-discrimination clauses of the Agreement or with any of the said rules, regulations, or orders Contractor may be declared ineligible for further agreements with County.

Contractor shall cause the foregoing provisions of this section to be inserted in all subcontracts for any work covered under the Agreement by a subcontractor compensated more than \$50,000 and employing more than 15 employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5.3.12. Non-Assignment and Non-Delegation

Contractor shall not assign or delegate the Agreement without the prior written consent of County.

5.3.13. Binding on Successors

The Agreement inures to the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successors and assigns.

5.3.14. Hold Harmless Clause

Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

5.3.15. Outside Work Clause

The Contractor shall not be prohibited from doing work outside the scope of the Agreement which is related to emergency services or medical transportation (e.g., long distance transfer work, non-ambulance medical transportation, special events/standby coverage, managed care/government contract work, ambulance dispatching in other counties, and the like) or emergency dispatch services provided:

5.3.15.1. Such services are provided consistent with federal, state, and local laws, regulations, and policies;

- 5.3.15.2. All monies derived from such work shall be deposited in the County's Accounts Receivable Lock Box Account;
- 5.3.15.3. The Contractor's methods of providing such services are designed to enhance Contractor's peak load capacity, disaster readiness, and overall efficiency, and do not detract from the Contractor's performance of its obligations under the Agreement;
- 5.3.15.4. The Contractor shall be solely responsible for any costs and expenses associated with the implementation of services for such outside work.

The Contractor shall be responsible for the operational and equipment costs of any such outside services and shall hold the County, EMS Agency, and EMS Medical Directors harmless and indemnify and defend them in connection such outside contract services, as provided in Section IV.C.4., herein. Such services shall not interfere or undermine the Contractor's responsibilities under the Agreement.

The Contractor shall not utilize the equipment, personnel, or resources, which are the subject of the Agreement, for the purposes of providing primary ambulance coverage outside Fresno County (e.g., a dedicated ambulance unit routinely stationed in another jurisdiction) except as authorized through a written amendment (pursuant to Section IV.E.4., herein) thereof executed by the parties.

COST PROPOSAL

Please utilize Budget Forms.

AWARD CRITERIA

All proposals will be evaluated using the same evaluation criteria. While cost is important, other factors are also significant, and the County may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will best achieve the County’s goals and objectives within a reasonable budget. Evaluations will be based on the criteria listed below.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders’ proposals. Proposals will be evaluated according to each Evaluation Criteria and scored as outlined below. A proposal with the highest score total will be deemed of higher quality than a proposal with a lesser total.

<u>Credentials</u>	MAX Points = 30
Bidder’s organization history and experience in providing emergency and advanced life support ambulance service and emergency medical dispatch	1-5
Bidder’s experience providing emergency ambulance services meeting independently verifiable maximum (fractile) response times	1-5
Bidder’s experience providing emergency medical dispatch and operating a 9-1-1 Public Safety Answering Point (PSAP)	1-5
Litigation and or regulatory actions involving the bidder or any principal officers in connection with any contract for emergency ambulance services, ALS or similar services	1-5
Managerial expertise and qualifications of key personnel	1-5
Circumstances of any bankruptcy filings, payment problem with the County of Fresno, or terminations of emergency ambulance service involving the bidder within the past ten years.	1-5
<u>Operations</u>	MAX Points = 35
Management and evaluation of start-up	1-5
Deployment plan and system design	1-10
System status management evaluation process	1-5
Organization’s ability to meet the response time criteria	1-5
Critical care transport program	1-5
ALS technical rescue team	1-5
<u>Dispatch Operations</u>	MAX Points = 25
Plan to staff and provide dispatch services for existing ambulance providers and fire departments	1-10
Proposed staffing plan for the EMS Communications Center including supervisory and management staff	1-5
Plan to evaluate staffing needs in the EMS Communications Center	1-5
Bidder’s experience in meeting dispatch performance standards	1-5
<u>Support</u>	MAX Points = 25
Proposed policies regarding equipment and vehicle replacement and maintenance	1-5
Continuing education and system education program	1-5
Working conditions for ambulance personnel	1-5
Customer service and complaint management system	1-5
Plan and policies to address disaster response preparedness	1-5
<u>Quality Improvement - Data and Technology</u>	MAX Points = 20
Continuous Quality Improvement Plan	1-10
EPCR system	1-5
Performance monitoring, compliance and report generating tools	1-5

<u>Fiscal</u>	MAX Points = 35
Budget information	1-10
Ambulance rates	1-10
Charge scenario	1-5
Bidder's access to working capital	1-5
Evidence of the amount of current reserve borrowing power for the bidder	1-5

PROPOSAL CONTENT REQUIREMENTS

It is required that the vendor submit his/her proposal in accordance with the format and instructions provided under this section.

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
 - A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- IX. SCOPE OF WORK:
 - A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:
 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the

"Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.

3. Scope of Work section must adhere to the sequence presented in the table below.

Part	Title
I.	Credentials
	Analogous experience
	Financial stability
	Managerial expertise
	Credentials forms
	<ul style="list-style-type: none"> • Form 1: Statement of Intent and Affirmation • Form 2: Investigative Authorization - Company • Form 3: Investigative Authorization - Individual • Form 4: Acceptance of Minimum Requirements
II.	Proposal
	Introduction
	System design
	Operations
	Dispatch Operations
	Personnel
	Quality/performance
	Data and reporting
	Financial and administrative
	Finance forms
	<ul style="list-style-type: none"> • <u>Form 5: Proposed Ambulance Rates</u> • <u>Form 6: Bidder's Budget Information – Projected Charges for Services</u> • <u>Form 7: Proposed Operating Budget</u> • <u>Form 8: Bidder's Budget Information – Projected Budget</u> • Form 9: EMT Compensation Package • Form 10: Paramedic Compensation Package • Form 11: Dispatcher Compensation Package • Form 12: Change Scenarios
III.	Appendices and Attachments

- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- X. COST PROPOSAL: Please utilize budget forms provided.
- XI. CHECK LIST

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

(Company Name) Has submitted information identified as Trade Secrets in a separate marked binder.**

(Company Name) Has **not** submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

Signature (In Blue Ink) () Telephone

Print Name and Title Date

Address

City State Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

1. Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - a. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - b. violation of a federal or state antitrust statute;
 - c. embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - d. false statements or receipt of stolen property
2. Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____
(in blue ink)

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

REFERENCE LIST

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

Check off each of the following (if applicable):

- 1. _____ All signatures must be in **blue ink**.
- 2. _____ Signed cover page of Request for Proposal (RFP).
- 3. _____ Check <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for any addenda.
- 4. _____ Signed cover page of each Addendum.
- 5. _____ **One (1) original** plus **seven copies** of the RFP have been provided.
- 6. _____ Provide a Conflict of Interest Statement.
- 7. _____ Signed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided, must be in a separate binder).
- 8. _____ Signed *Criminal History Disclosure Form* as provided with this RFP.
- 9. _____ Signed *Reference List* as provided with this RFP.
- 10. _____ Indicate all of bidder exceptions to the County’s requirements, conditions and specifications as stated within this RFP.
- 11. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed package transmitting your bid include the following information:

County of Fresno RFP No. <u> 17-011 </u>
Closing Date: <u> November 30, 2016 </u>
Closing Time: <u> 2:00 P.M. </u>
Commodity or Service: <u> Ambulance Services </u>

Return Checklist with your RFP response

FORMS:

Form 1: Statement of intent and affirmation

In submitting this proposal/offer, _____ hereafter referred to as "bidder", hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP).

Further, bidder certifies the completeness and accuracy of all information contained in the bidder's response to the RFP and supplied to the County of Fresno during the RFP process. This shall constitute a warranty, the falsity of which shall entitle the County of Fresno to pursue any remedy authorized by law, which shall include the right, at the option of County of Fresno, of declaring any contract made as a result thereof to be void.

The bidder's proposal constitutes a firm and binding offer by the bidder to perform the services as stated. This offer shall remain open and may be accepted by Fresno County until 180 days after the deadline for submission of proposals under the RFP.

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

Date

Responding organization

By: Signature (authorized representative)

Name (printed)

Title

On this _____ day of _____ 2016 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public
(Seal)

My Commission Expires _____

Form 2 Investigative authorization–company

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

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

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

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

Date

Organization

By: Signature (authorized representative)

Names (printed)

Title

State of

County of

On this ____ day of _____ 2016 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and

acknowledged that s/he executed the same as her/his free act and deed.
Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year
above written.

Notary Public

(Seal)

My Commission Expires

Form 3: Investigative authorization–individual

The undersigned, being _____ (title) for _____ (Company), which is a bidder to provide emergency and advanced life support ambulance service to the County of Fresno, recognizes that public health and safety requires assurance of safe, reliable, and cost efficient ambulance service. In order to judge this bid, it is necessary to require an inquiry into matters which are deemed relevant by the County of Fresno or its agents, such as, but not limited to, the character, reputation, and competence of the company's owners and key employees.

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

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date

Signature

Individual name (typed)

State of

County of

On this _____ day of _____ 2016 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed.

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

Notary Public

(Seal)

My Commission Expires

Form 4: Acceptance of Minimum Requirements

4.2 SYSTEM DESIGN

Agree	Disagree	Reference	Minimum Requirement
		4.2.2	Accept the Ambulance Response Procedure.
		4.2.3	Accept the Ongoing Deployment Plan Requirements.

4.3 OPERATIONS

Agree	Disagree	Reference	Minimum Requirement
		4.3.1	Accept the Legal Compliance Requirements.
		4.3.2	Accept the Response Time Compliance Requirements.
		4.3.3	Accept County Response Time Performance Standards for each Response Zone and Priority.
		4.3.4	Agree to Response Time Calculation Procedures.
		4.3.5	Accept definition of Applicable Calls.
		4.3.5	Agree to use best efforts to minimize variation in performance.
		4.3.6	Accept the Response Time Exemption Procedure.
		4.3.7	Accept the Liquidated Damage Assessment Standards.
		4.3.7	Acknowledge that payment of the Liquidated Damage Assessment does not relieve the Contractor of responsibility for compliance with Response Time Standards.
		4.3.7	Accept the "Per Call" Liquidated Damage Assessment for failure to meet Response Time Standards.
		4.3.8	Accept Liquidated Damage Assessment for failure to meet Response Zone Compliance Time Standards.
		4.3.9	Accept Liquidated Damage Assessment for each of the occurrences listed for other Liquidated Damages.
		4.3.9	Agree to immediately report those calls that resulted in a failed response to the EMS Agency.
		4.3.10	Acknowledge that the imposition of Liquidated Damages shall be suspended for the first three months of the Agreement.
		4.3.11	Accept the Liquidated Damage Assessment Procedure.
		4.3.12	Accept the Compliance/Liquidated Damage Dispute Procedure.
		4.3.13	Provide and Support Software or Web-Based Performance Monitoring, Compliance and Reporting Tools for Use by the Contractor and EMS Agency.
		4.3.13	Agree to identify causes of performance failures and document efforts to eliminate these problems.
		4.3.13	Agree to make available to other ambulance providers within the EMS Region, at the discretion of the ambulance providers and at a cost determined between the Contractor and each ambulance provider.
		4.3.15	Agree to staff and equip a Critical Care Transport.
		4.3.16	Agree to staff and equip and Advanced Life Support (Paramedic) Technical Rescue Team, including a Rescue Team Supervisor.
		4.3.16	Agree to support and coordinate with SWAT Teams within the County.
		4.3.17	Agree to use Air Ambulance and Air Rescue Services according

Form 4: Acceptance of Minimum Requirements

			to EMS Agency Policies and Procedures.
		4.3.18	Agree to the Standby and Special Event Coverage Requirements.
		4.3.19	Agree to replace all ambulance and supervisory vehicles exceeding 275,000 miles.
		4.3.19	Agree to complete, maintain, and continuously provide to EMS Agency a list of ambulances and electronic copies of Vehicle Registration Forms.
		4.3.20	Agree to maintain equipment and medical supply capacity in accordance with EMS Policies #291 and #293.
		4.3.21	Agree to report any non-compliance with Controlled Substance Policy to the EMS Agency.
		4.3.23	Accept the requirement for GPS on all vehicles providing services under this Agreement.
		4.3.24	Agree to complete, maintain, and provide on request to EMS Agency copies of Equipment Failure Reports.
		4.3.24	Agree to complete, maintain, and upon request, make available to the EMS Agency within five (5) business days of request, copies of Equipment and Vehicle Maintenance Reports.
		4.3.25	Acknowledge that Contractor will have access to County Fuel System, if desired for use.
		4.3.26	Agree to First Responder, Training, and Equipment and Supply programs as outlined in Section 4.3.26.
		4.3.27	Accept the Disaster Response Requirements.
		4.3.27	Agree to provide field personnel and transport resources for participation in EMS Agency approved exercises and drills.
		4.3.27	Agree to designate a representative to regularly attend meetings and be the liaison for disaster activities.
		4.3.27	Agree that the bidder's personnel will operate within the ICS structure as specified in EMS Agency Policies.
		4.3.27	Agree to provide mutual aid as required.
		4.3.27	Agree to provide out-of-county mutual aid, as needed.
		4.3.28	Agree to Disaster Response Vehicle Requirement.
		4.3.28	Agree to provide housing and support of the State EMS Authority's Disaster Medical Support Unit (DMSU) through a signed Agreement between the Contractor and State.
		4.3.29	Agree to participate in the EMS Committees listed and related Subcommittees.

4.4 DISPATCH OPERATIONS

Agree	Disagree	Reference	Minimum Requirement
		4.4.2	Agree to provide regional dispatch services for existing ambulance providers and fire departments as listed.
		4.4.2	Agree to accept the performance and conditions of existing Dispatch Agreements, including the established FY 16/17 Revenue Amounts for each agency listed for the continuation of Regional Dispatch Services.
		4.4.2	Agree to negotiate in good faith with other ambulance and/or fire agencies regarding the provision of dispatch services.

Form 4: Acceptance of Minimum Requirements

		4.4.3	Accept the requirement to utilize the International Academy of Emergency Dispatch's Medical Dispatch Protocol Reference System.
		4.4.4	Acknowledge that the Contractor will be responsible for dispatch of EMS helicopters as the Designated EMS Helicopter Dispatch Center for the 4-County EMS Region.
		4.4.5	Accept the Dispatch Performance Standards.
		4.4.6	Acknowledge requirement for immediate notification of agencies during specific events.
		4.4.6	Accept Dispatch Training Requirements.
		4.4.7	Acknowledge the assignment of County employees at the EMS Communications Center.
		4.4.9	Acknowledge EMS Communications Center call volume.
		4.4.10	Accept EMS Communications Center costs and maintenance requirements.

4.5 PERSONNEL

Agree	Disagree	Reference	Minimum Requirement
		4.5.2	Agree to Ambulance Staffing Requirements.
		4.5.3	Agree to Field Supervisor Requirement.
		4.5.4	Accept penalties for failure to meet Ambulance Staff and Clinical Standards.
		4.5.4	Agree to report any failure to meet Ambulance Staffing and Clinical Standards as required by the EMS Agency.
		4.5.5	Agree to the System Education Requirements.
		4.5.5	Agree to report any Cal/Osha Major Enforcement Actions, and of any litigation, or other legal or regulatory proceedings within five (5) business days.

4.6 CONTINUOUS QUALITY IMPROVEMENT

Agree	Disagree	Reference	Minimum Requirement
		4.6	Accept the requirement to conduct an effective internal Quality Improvement Program and the penalty for failure to meet this requirement.
		4.6	Agree to maintain a process to remediate and terminate prehospital care personnel for failure to meet Clinical Excellence Standards.
		4.6	Agree to participate in the EMS Agency's CQI Program and make available all relevant records required for program monitoring and evaluation.
		4.6.2	Agree to develop and implement a written CQI Plan.
		4.6.2	Agree to develop, in cooperation with the EMS Agency, a Performance Improvement Plan when the CQI process identifies a need for improvement.
		4.6.2	Agree to review its CQI Plan annually.
		4.6.2	Agree to submit CQI Reports required by this RFP and the EMS Agency.
		4.6.4	Agree to Clinical/CQI Coordinator Requirement

Form 4: Acceptance of Minimum Requirements

		4.6.5	Agree to respond to EMS Agency inquiries about service and/or complaints within one business day.
		4.6.5	Agree to complete, maintain, and provide monthly to EMS Agency, a complete listing of all service complaints received and their disposition/ resolution.
		4.6.7	Agree to pay the monitoring cost specified.

4.7 DATA AND REPORTING

Agree	Disagree	Reference	Minimum Requirement
		4.7.1	Provide, in a Digital Format, Three Years of NEMSIS Compliant Data
		4.7.1	Provide a Report to the EMS Agency for the State EMS Authority's Core Measures Annual Reporting
		4.7.1	Agree to complete, maintain, and continuously provide to the EMS Agency required data.
		4.7.1	Agree to use an EPCR System that is in compliance with state and local requirements.
		4.7.1	Agree to provide the EMS Agency with access to all data in EPCR System.
		4.7.1	Agree to provide the EMS Agency with access to and training in EPCR System.
		4.7.1	Accept the EPCR Liquidated Damages Assessment.
		4.7.3	Agree to submit reports and supporting documentation to the EMS Agency in a timely manner.
		4.7.3	Agree to submit required data elements in an electronic format acceptable to the EMS Agency.
		4.7.4	Agree to complete, maintain, and provide to the EMS Agency, upon request, copies of current records related to EMT, Paramedic, and Dispatcher licensing, accreditation, certification, and continuing education
		4.7.4	Agree to complete, maintain, and (subject to Employee Privacy Rights) upon request, make available to the EMS Agency within five (5) business days of request, copies of personnel records, including current licensure and certification.
		4.7.5	Agree to audits and inspections required by the County.
		4.7.6	Agree to notify the EMS Agency of any legal or regulatory actions against the Contractor, as described.

4.8 FINANCIAL AND ADMINISTRATIVE

Agree	Disagree	Reference	Minimum Requirement
		4.8.4	Agree to Ambulance User Fee Adjustment Process.
		4.8.4	Agree that the rates submitted by the bidder will remain in effect for the first two years of the initial contract.
		4.8.4	Agree to accept Medicare and Medi-Cal Assignment.
		4.8.4	Agree to accept reimbursement at Medi-Cal rates for all transports of patients enrolled in the County's Medical Indigent Services Program (MISP) and for all inmates, jail detainees, and juvenile wards for whom the County is financially responsible.
		4.8.4	Accept the requirements for Performance Security.

Form 4: Acceptance of Minimum Requirements

		4.8.4	Accept the Takeover Requirements.
		4.8.4	Agree to comply with the County's Insurance Requirements.
		4.8.4	Agree to complete, maintain, and upon request, make available to the County within five (5) business days of request, copies of patient billing and account documentation.
		4.8.4	Agree to make available to the County or EMS Agency an annual audited financial statement according to the requirements.
		4.8.4	Agree that the County may initiate an independent financial audit of Contractor's Fresno County operation and agree to reimburse the County up to \$30,000 for the cost of such an audit.

5 OTHER CONTRACT LANGUAGE

Agree	Disagree	Reference	Minimum Requirement
		5	Agree to accept contract language in Section 5.

Bidder Name: _____

By: _____

Signature of Authorized Representative

Print Name

Position Title

Date

FORM 5: Proposed Ambulance Rates

The Bidder shall commit that rates in effect at the time of contract execution remain in effect for two years.

Bidder: _____

PROPOSED AMBULANCE RATES

User Fee	Charge
BLS Base Rate	To be defined by bidder:
BLS Emergency Base Rate	160% of BLS Base Rate:
ALS1 Base Rate	120% of BLS Base Rate:
ALS-1 Emergency Base Rate	190% of BLS Base Rate:
ALS-2 Base Rate	275% of BLS Base Rate:
Paramedic Intercept	175% of BLS Base Rate:
Specialty Care Transport	325% of BLS Base Rate:
Mileage (rate per mile)	To be defined by bidder:
Non-Transport ALS Treatment Fee	To be defined by bidder:
Non-Transport - Paramedic Assessment	To be defined by bidder:
Stand-by Rate (waiting with patient)	To be defined by bidder - \$\$/15 min:
Special Event Stand-by (dedicated unit)	To be defined by bidder - \$\$/15 min:

Attach list of any other specific charges proposed.

Form 6: Bidder's Budget Information - Projected Charges

for Services Projected Frequency of Charges for Calendar Year 2018

User Fee	Projected total units charged ¹	Projected total units charged ¹ Medicare ²	Projected total units charged ¹ MediCal ³	Projected total units charged ¹ Private Insurance ⁴	Projected total units charged ¹ no third-party payer ⁵
BLS Base Rate					
BLS Emergency Base Rate					
ALS-1 Base Rate					
ALS-1 Emergency Base Rate					
ALS-2 Base Rate					
Specialty Care Transport					
Mileage (rate per mile)					
Non-Transport ALS Treatment Fee					
Non-Transport - Paramedic Assessment					
Stand-by Rate (waiting with patient)					
Special Event Stand-by (dedicated unit)					

Table U.1

¹ Note: This should document units charged - not the amount of dollars charged.

² Note: This should document units charged when Medicare is the primary third-party payer.

³ Note: This should document units charged when MediCal is the primary third-party payer.

⁴ Note: This should document units charged when Private Insurance is the primary third-party payer, including patients transported pursuant to capitated contract reimbursement.

⁵ Note: This should document units charged when there is no third-party payer and the patient or patient's family is responsible for the bill.

Form 7 - Proposed Operating Budget

Bidder must provide separate budget for first three years of Agreement

Bidder Name:	
Year	

EXPENSES

<u>Personnel Costs</u>		
<u>PARAMEDICS</u>		
• Wages		
• Benefits		
<u>EMTs</u>		
• Wages		
• Benefits		
<u>DISPATCHERS</u>		
• Wages		
• Benefits		
<u>OTHER PERSONNEL</u>		
• Wages		
• Benefits		
Subtotal		\$ -
<u>Vehicles Costs</u>		
• Fuel		
• Repair and maintenance		
• Depreciation		
Subtotal		\$ -
<u>Medical Equipment/Supplies</u>		
• Supplies		
• Equipment lease/Depreciation		
• Maintenance & Repair		
Subtotal		\$ -
<u>Other</u>		
• Insurance		
• Office supplies & postage		
• Other Depreciation		
• Professional Services		
• Rents and leases		
• Taxes (Income)		
• Utilities and telephone		
• EMS Agency Monitoring Fee		
• Liquidated Damages		
•		
•		
•		
•		
Subtotal		\$ -
TOTAL EXPENSES		\$ -

REVENUES

<u>Patient Charges</u>		
• Private payments		
• Medi-Cal and Medi-Cal HMOs		
• Medicare and Medicare HMOs		
• Other third party payments		
Subtotal		\$ -
• Other sources (i.e., Stand by)		
<u>Total Revenue</u>		\$ -
Net Income (total revenue minus total expenses)		\$ -

Basis for Revenue Projections

Source of Payment	Transports	%	Avg payment/ transport	Annual Revenue
• Private				
• Medi-Cal and Medi-Cal HMOs				
• MediCare/Medi-Cal				
• Medicare and Medicare HMOs				
• Other: Private Insurance				
• Other: Contracts				
• No Payment				
TOTAL	-			\$ -

Form 8 Bidder's Budget Information - Projected Budget

I. General:

A. Enter the bidder's estimated call volume for 2018:

1. Estimated Response: _____

2. Estimated Transports: _____

B. Enter the bidder's projected average inflation rate (excluding wages for personnel) for a five year period (beginning in calendar year 2018)

1. Revenue inflation rate: _____%

2. Expense inflation rate: _____%

II. Revenue:

A. Enter the average base rate charged per transport: \$_____

B. Enter the average mileage charge per transport: \$_____

C. Enter the average of other charges per transport: \$_____

D. Enter the average miles per transport: _____ (# of miles)

E. Enter the collection percentage: _____%

F. Enter additional annual revenues that are independent of number of transports (e.g., capitated payments, training fees, Non-Transport Treatment Fees, contract revenue, and the like):

	2018	2019	2020	2021	2022
Additional Annual Revenue	\$	\$	\$	\$	\$

Continued on Next Page

III. Direct and Indirect Costs:

A. Direct Costs:

1. Salary and fringe benefits for system personnel.
 - a. Estimate the average number of hours of continuing education paid for each field/dispatch employee annually: _____ (# of hours).
 - b. Document the composition of the workforce required to perform transport services. Enter the personnel classification (including the salary level) and the number of full time equivalents (FTEs) for each personnel class necessary to perform the service. Management personnel are not to be included in this table.

Example:

Personnel Classification and Level	Number of FTEs				
	2018 FTEs	2019 FTEs	2020 FTEs	2021 FTEs	2022 FTEs
Admin Support Staff - Level -1	(# FTEs)				
Support Staff - Level -1					
Field Supervisor - Level -1					
EMS Dispatcher - Level -1					
EMS Dispatcher - Level -2					
EMT - Level -1					
EMT - Level -2					
Paramedic - Level -1					
Paramedic - Level -2					
Total FTEs					

Table V.2

- c. List the average number of working hours per week for full-time field/dispatch personnel based upon the Contractor's normal schedule:

Example:

Average Working Hours and Overtime

Personnel Classification	Average Working Hours/Week	% of personnel within such classification with this average work week	Number of weekly working hours before overtime pay	Overtime Rate (%)
EMT / Paramedic	#	%	#	%
EMS - Dispatcher	#	%	#	%

Table V.3

- d. Enter the estimated annual inflation rate for wages: _____%

e. Only enter the hourly salary rates for 2018 for the personnel classifications previously identified in Section II.A.1.b., above. Hourly salaries will increase each year based upon the estimated annual inflation rate listed in II.A.1.d.. Alternatively, if the bidder assumes actual salaries will increase at nonlinear rates, the bidder shall provide the actual salaries for the appropriate year and position directly into the table below.

Example:

Salary Rates

Personnel Classification and Level	2018 Salary	2019 Salary	2020 Salary	2021 Salary	2022 Salary
Admin Support Staff - Level -1	\$0.00/hour	-	-	-	-
EMS Dispatcher - Level -1	\$0.00/hour	-	-	-	-
EMS Dispatcher - Level -2	\$0.00/hour	-	-	-	-
EMT - Level -1	\$0.00/hour	-	-	-	-
EMT - Level -2	\$0.00/hour	-	-	-	-
Paramedic - Level -1	\$0.00/hour	-	-	-	-
Paramedic - Level -2	\$0.00/hour	-	-	-	-

Table V.4

f. Estimate the cost of annual health benefits for the personnel classifications previously identified in Section II.A.1.b., above:

Example:

Annual Health Care Benefits

Personnel Classification and Level	2018 Annual Benefits	2019 Annual Benefits	2020 Annual Benefits	2021 Annual Benefits	2022 Annual Benefits
Admin Support Staff - Level -1	\$0.00				
Support Staff - Level -1					
Field Supervisor - Level -1					
EMS Dispatcher - Level -1					
EMS Dispatcher - Level -2					
EMT - Level -1					
EMT - Level -2					
Paramedic - Level -1					
Paramedic - Level -2					

Table V.5.

- g. Document the bidder’s projected annual costs of retirement benefits, expressed as a percentage of current salaries: _____%
- h. Document the bidder’s projected cost of employer-paid payroll taxes, expressed as a percentage of current salaries: _____%
- i. If the bidder pays premium pay to paramedics in addition to their salary, enter the average amount of premium pay such personnel will receive annually:
\$_____
- j. If the bidder is required to pay overtime premium pay that may be mandated as a result of Fair Labor Standards Act (FLSA) legislation, enter the amount as a percent of the base salary:
_____%

2. Ambulance and Ambulance Replacement Costs:

Specify whether the ambulances to provide the service will be purchased or leased.

- a. Enter the number of ambulances/emergency vehicles required to provide services:

_____ (# of amb)

- b. If purchasing, enter the budgeted purchase cost per ambulance. If leasing, enter the annual lease payment per ambulance/emergency vehicle:

Purchase \$_____/vehicle/year

Lease \$_____/vehicle/year

- c. Enter the bidder's projected average useful life, in years, of each ambulance:

_____ (# of years)

3. Fleet Maintenance:

- a. Direct Labor:

- (1) Estimate the direct labor cost of each full-time employee involved in fleet maintenance:

\$_____

- (2) Estimate the fringe benefits rate as a percentage of salary:

_____ %

- (3) Estimate the number of full-time equivalent employees devoted to fleet maintenance:

_____ (#)

- b. Fuel and Maintenance Costs:

- (1) Estimated Fuel - Cost per ambulance response: \$_____

- (2) Vehicle Parts/Repair - Cost per ambulance response:
\$_____

- (3) Equipment Maintenance - Cost per patient transported:

\$ _____

4. Supplies & Equipment

a. Estimate the cost of medical equipment/supplies used per patient transported:

\$ _____

b. Estimate the capital medical equipment per ambulance/emergency vehicle:

\$ _____

c. Estimate the cost of additional non-medical capital equipment per ambulance/emergency vehicle (e.g., communication systems hardware and the like):

\$ _____

5. Other Costs

a. Estimate the total annual cost of all insurance necessary to provide services as required of the bidder.

\$ _____

b. Estimate the total annual cost of performing or sub-contracting billing services. These costs should be expressed per patient transport:

\$ _____

- c. List any other costs that are associated with providing services. These costs may include management costs, license fees, franchise fees or the cost of medical directors:

Example:

Estimated Annual Amount of Additional Costs

Additional Costs	2018	2019	2020	2021	2022
Management Staff Costs	\$0.00				
Medical Director					
Dispatch Building Lease Payments					
Operational Facility Lease					
Post Location Leases					
Business or Billing Computer Lease or Purchase					
Other: _____					

Table V.6.

B. Indirect Costs

Estimate the bidder’s annual indirect costs as a percentage of its total annual direct costs (e.g., accounting, finance, marketing, legal services, purchasing, human resources, business travel and the like):

_____ %

Form 9: EMT compensation package

Bidder

	New Employee	After 2 Years Employment	After 5 Years Employment
--	--------------	--------------------------	--------------------------

Hourly Wage (straight time):

Lowest			
Highest			
Median			

Average number of hours per week for full-time paramedics:

Average gross earning per year for full-time paramedics:

Paid Vacation (days per year)			
Paid Holidays (days per year)			
Sick Leave (days per year)			
Paid Cont. Ed. (hours per year)			
Uniform Allowance (per year)			
Tuition Reimbursement (per year)			

Health Care

Medical

% covered			
\$ deductible			

Dental

% covered			
-----------	--	--	--

Optical

% covered			
-----------	--	--	--

Describe any of the following that are provided:

- Stock Options
- Profit Sharing
- Day Care Services
- Career Development
- Pension Plan

Form 10: Paramedic compensation package

Bidder

	New Employee	After 2 Years Employment	After 5 Years Employment
--	--------------	--------------------------	--------------------------

Hourly Wage (straight time):

Lowest			
Highest			
Median			

Average number of hours per week for full-time EMT-Is:

Average gross earning per year for full-time EMT-I:

Paid Vacation (days per year)			
Paid Holidays (days per year)			
Sick Leave (days per year)			
Paid Cont. Ed. (hours per year)			
Uniform Allowance (per year)			
Tuition Reimbursement (per year)			

Health Care

Medical

% covered			
\$ deductible			

Dental

% covered			
-----------	--	--	--

Optical

% covered			
-----------	--	--	--

Describe any of the following that are provided:

- Stock Options
- Profit Sharing
- Day Care Services
- Career Development
- Pension Plan

Form 11: Dispatcher compensation package

Bidder

	New Employee	After 2 Years Employment	After 5 Years Employment
--	--------------	--------------------------	--------------------------

Hourly Wage (straight time):

Lowest			
Highest			
Median			

Average no. of hours per week for full-time dispatchers:

Average gross earning per year for full-time dispatchers:

Paid Vacation (days per year)			
Paid Holidays (days per year)			
Sick Leave (days per year)			
Paid Cont. Ed. (hours per year)			
Uniform Allowance (per year)			
Tuition Reimbursement (per year)			

Health Care

Medical

% covered			
\$ deductible			

Dental

% covered			
-----------	--	--	--

Optical

% covered			
-----------	--	--	--

Describe any of the following that are provided:

- Stock Options
- Profit Sharing
- Day Care Services
- Career Development
- Pension Plan

Form 3: Investigative authorization–individual

The undersigned, being _____ (title) for _____ (Company), which is a bidder to provide emergency and advanced life support ambulance service to the County of Fresno, recognizes that public health and safety requires assurance of safe, reliable, and cost efficient ambulance service. In order to judge this bid, it is necessary to require an inquiry into matters which are deemed relevant by the County of Fresno or its agents, such as, but not limited to, the character, reputation, and competence of the company's owners and key employees.

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

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date

Signature

Individual name (typed)

State of

County of

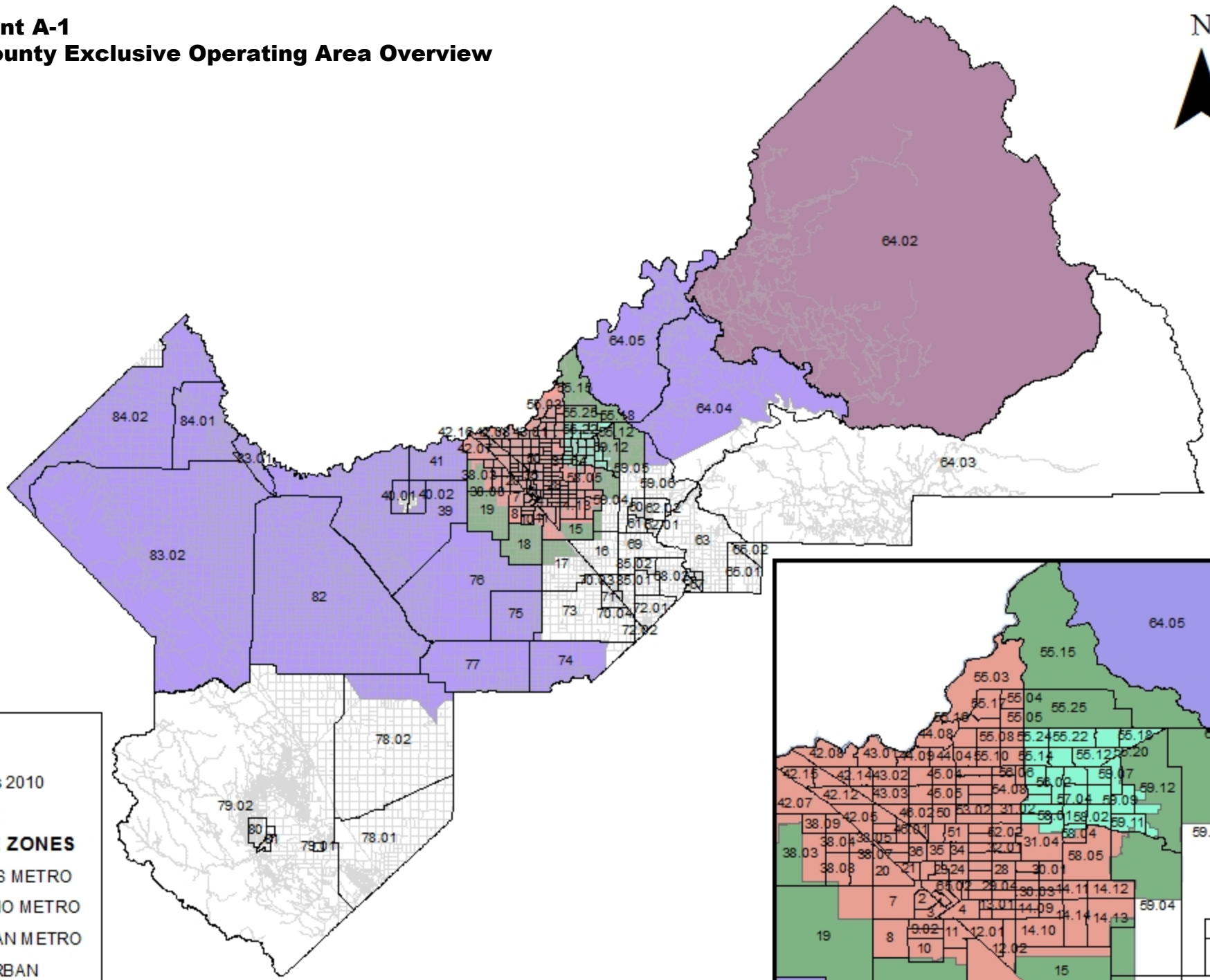
On this _____ day of _____ 2016 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires

Attachment A-1 Fresno County Exclusive Operating Area Overview

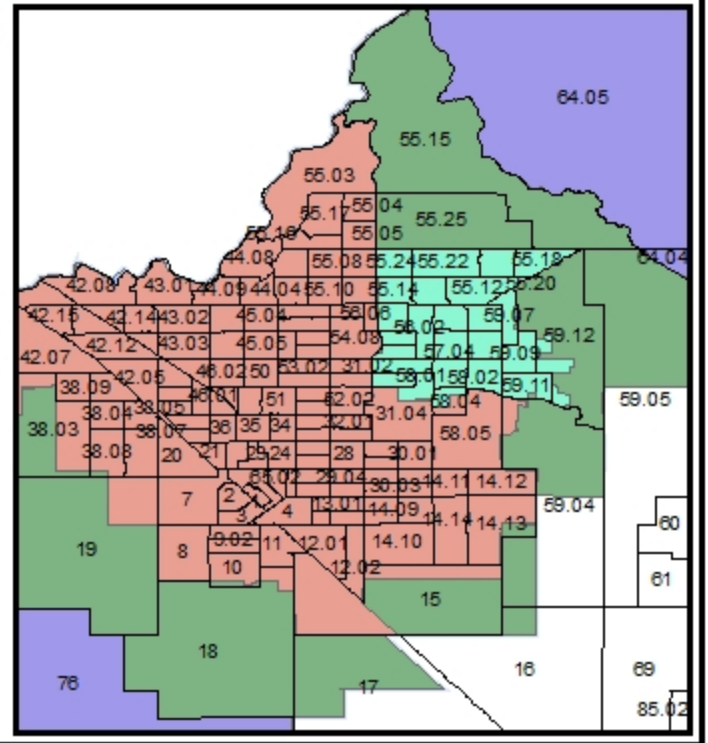


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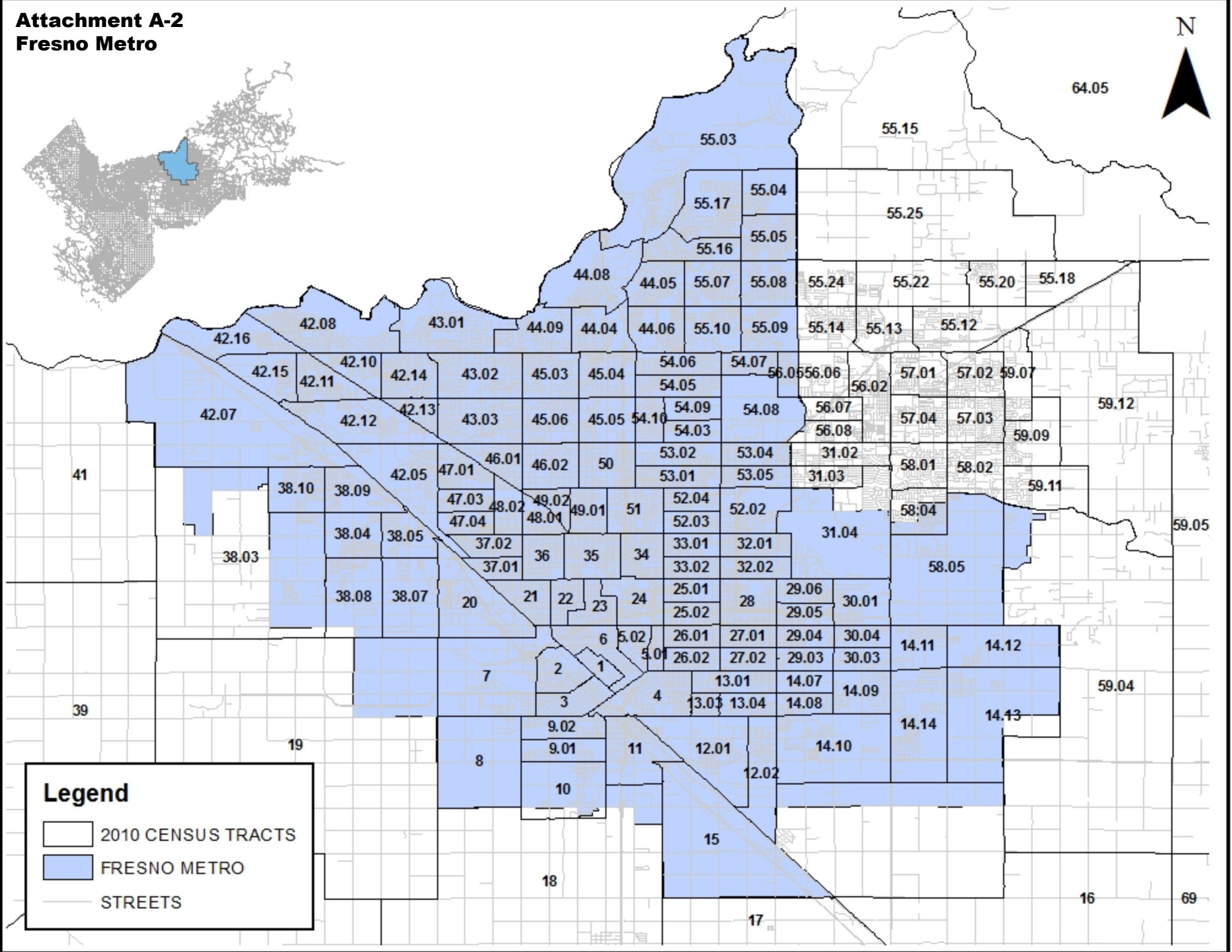
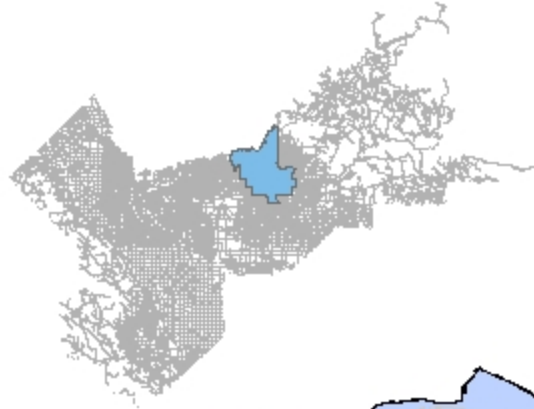
- Census 2010
- Streets

RESPONSE ZONES

- CLOVIS METRO
- FRESNO METRO
- KERMAN METRO
- SUBURBAN
- RURAL
- WILDERNESS



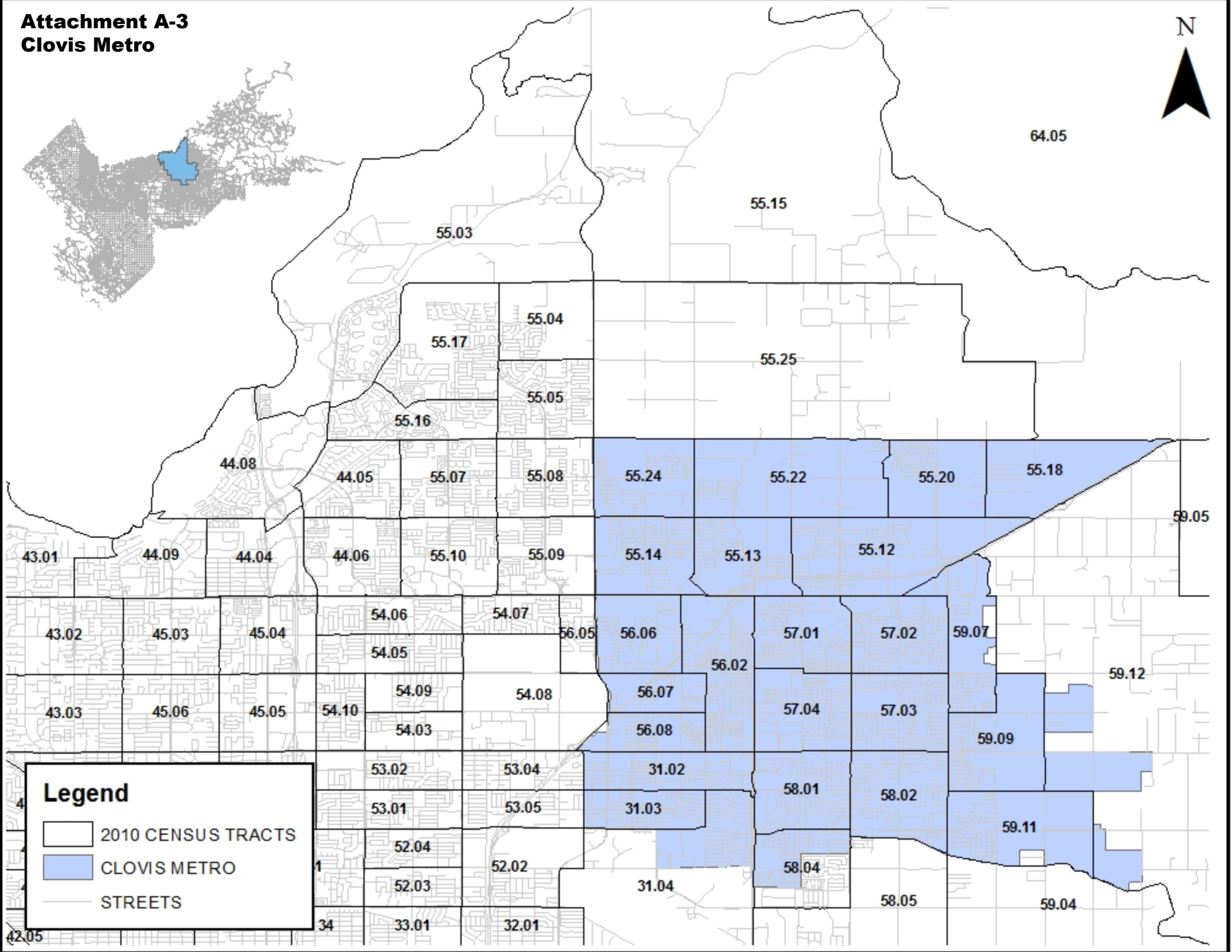
**Attachment A-2
Fresno Metro**



Legend

- 2010 CENSUS TRACTS
- FRESNO METRO
- STREETS

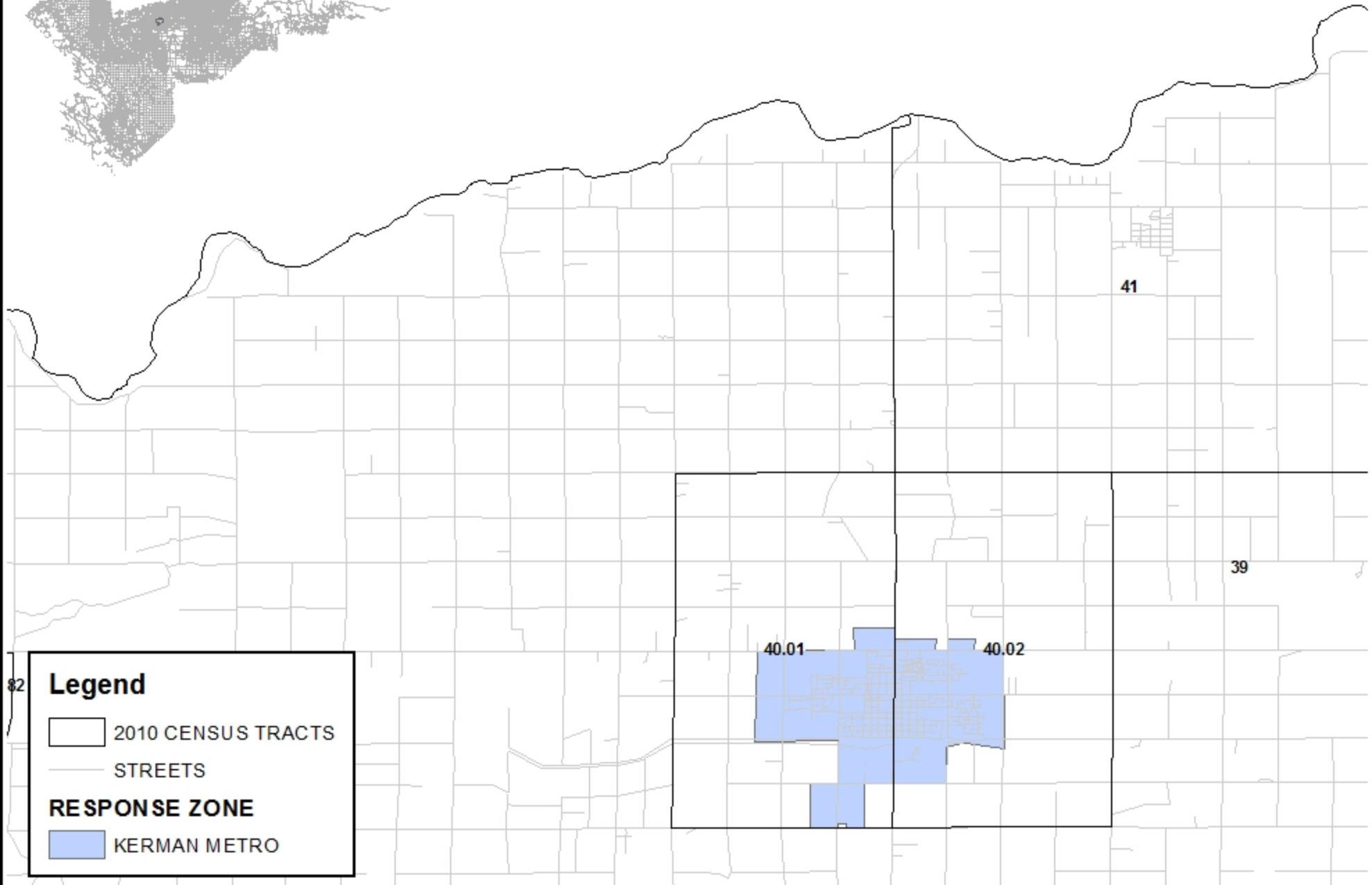
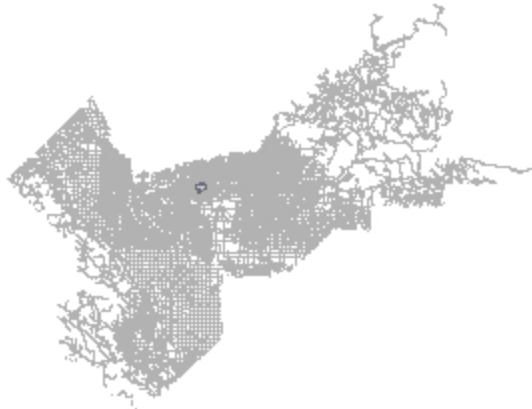
**Attachment A-3
Clovis Metro**




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- 2010 CENSUS TRACTS
- CLOVIS METRO
- STREETS

**Attachment A-4
Kerman Metro**




Legend

 2010 CENSUS TRACTS

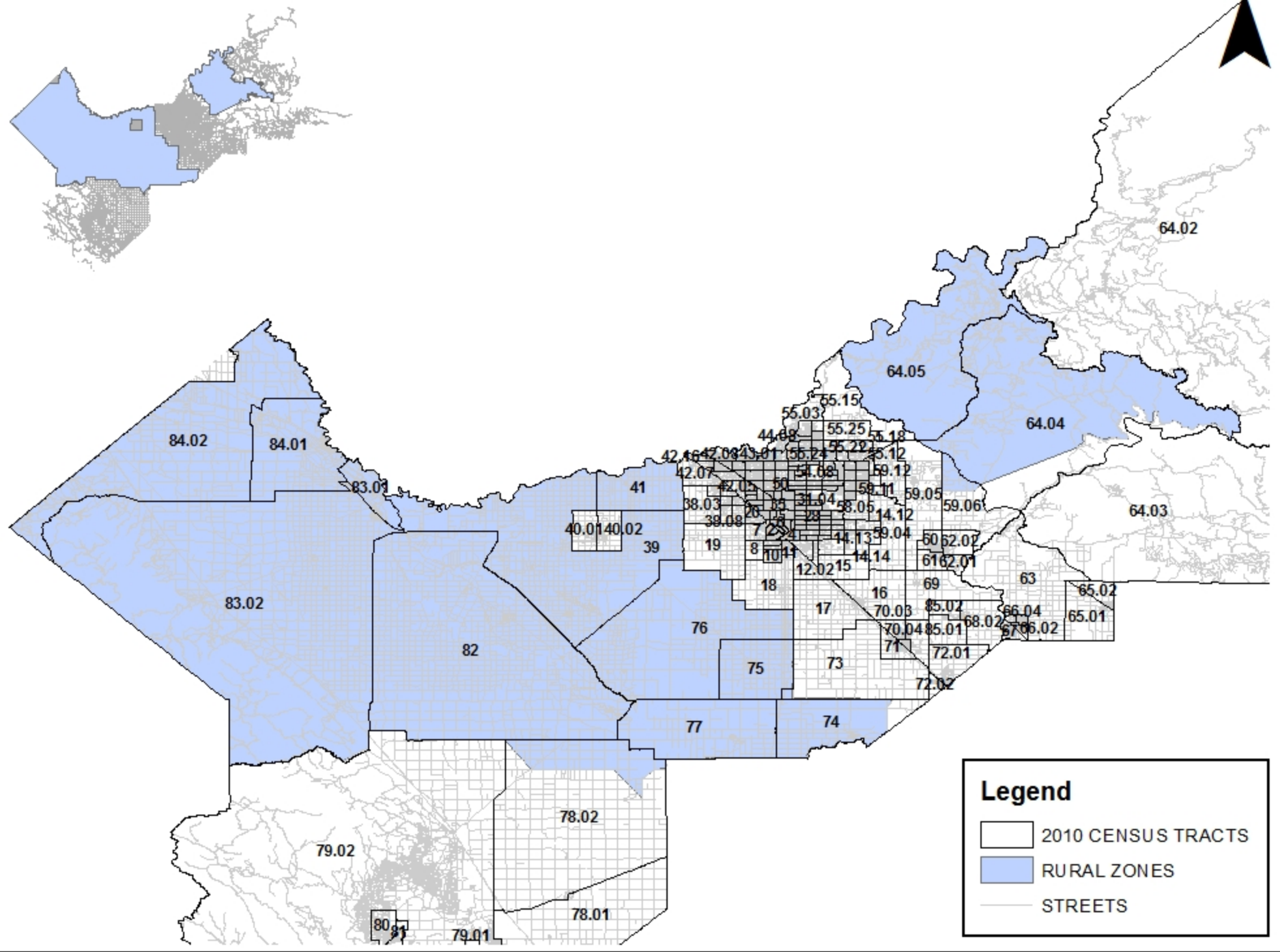
 STREETS

RESPONSE ZONE

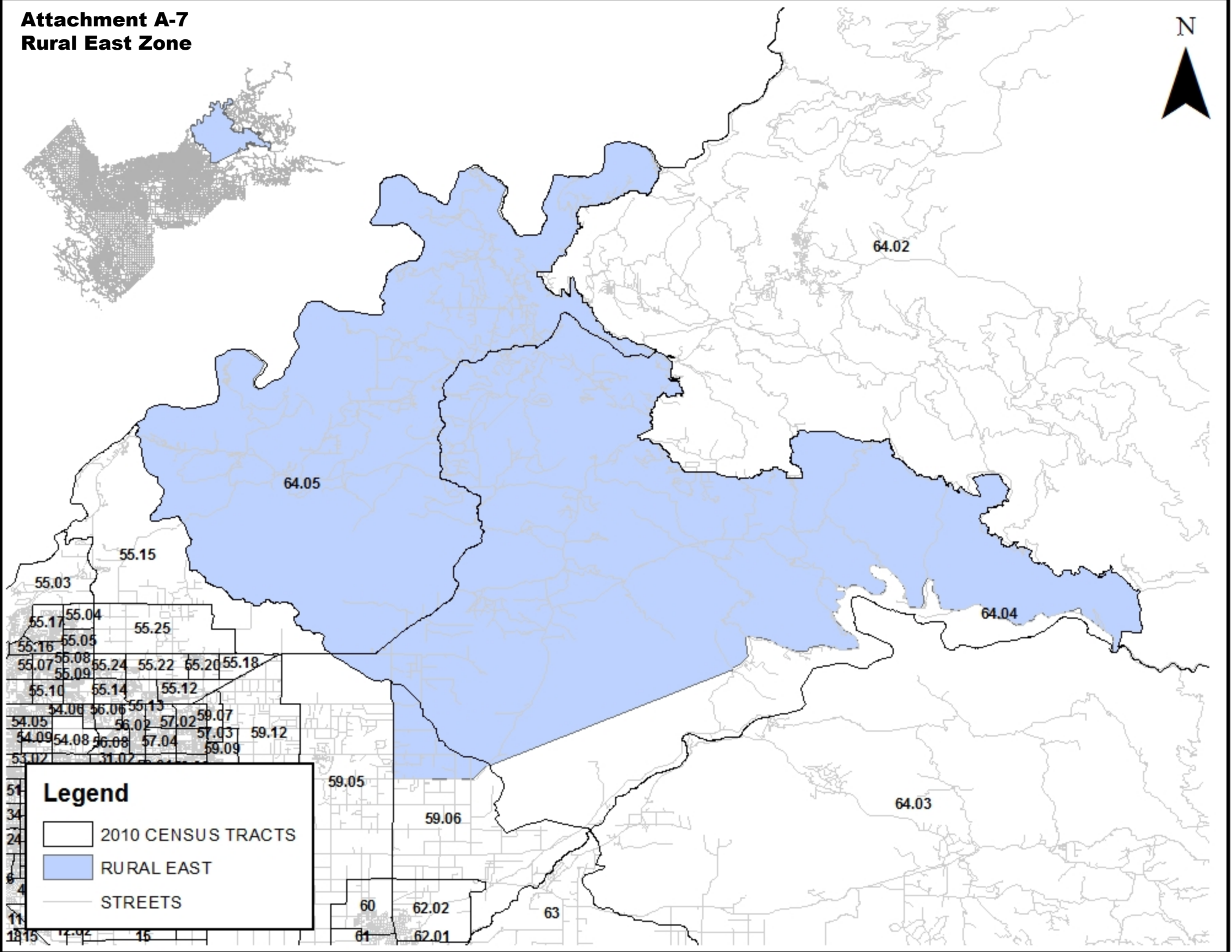
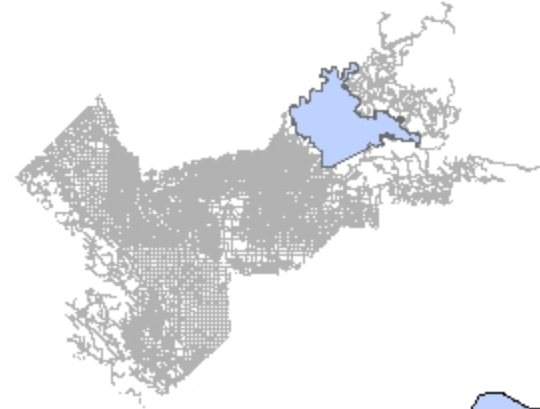
 KERMAN METRO

82




**Attachment A-6
Rural Zones Overview**



**Attachment A-7
Rural East Zone**

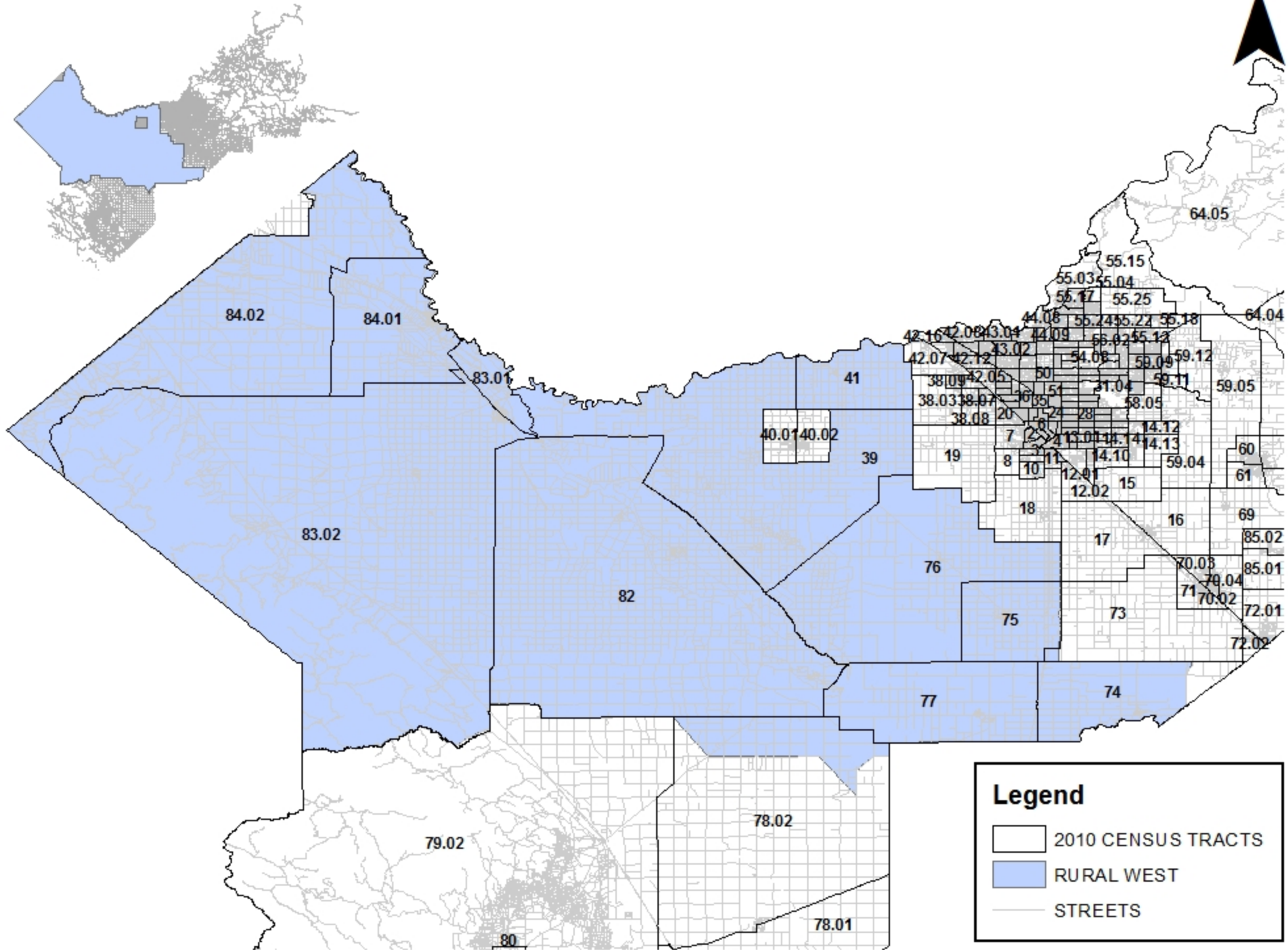


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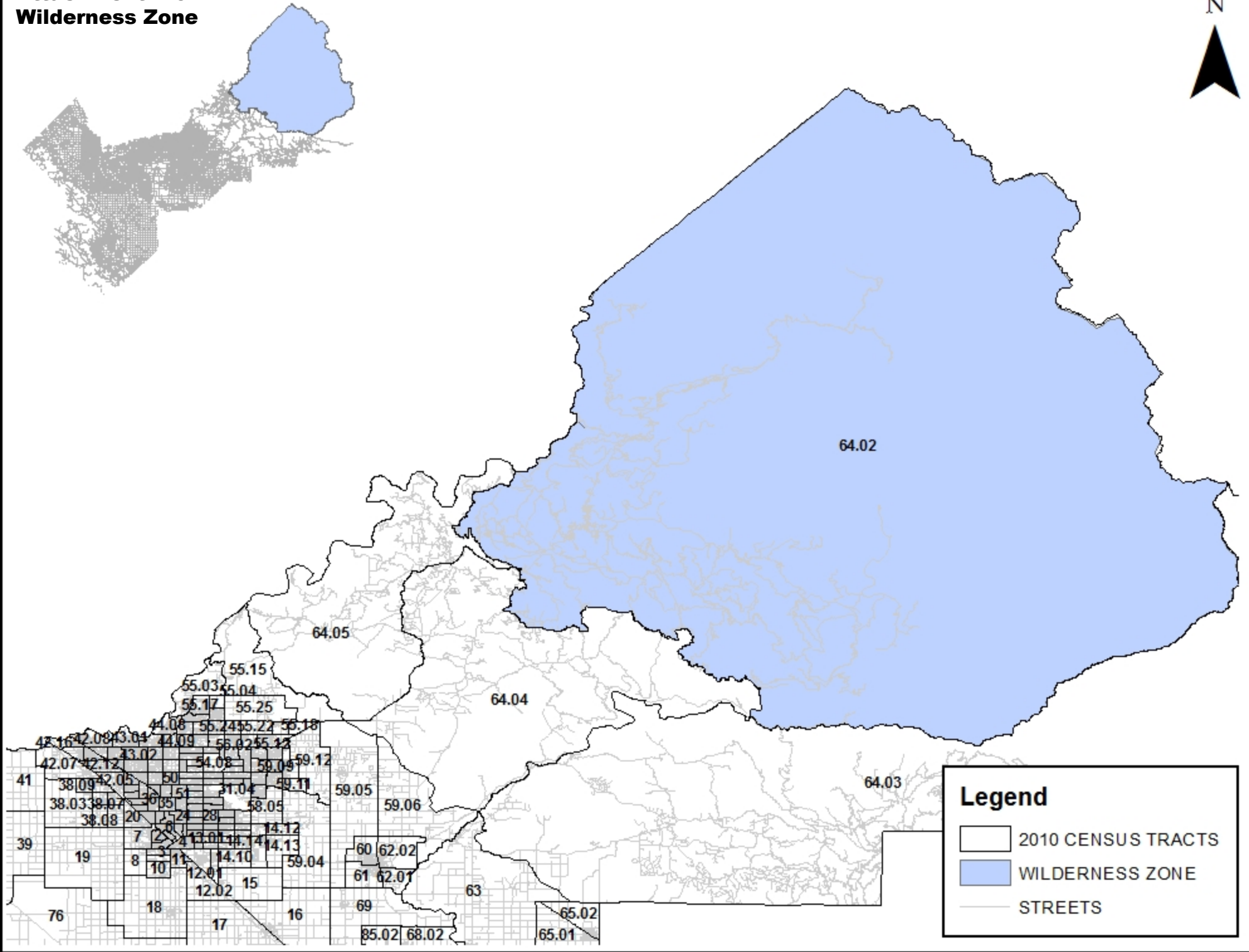
-  2010 CENSUS TRACTS
-  RURAL EAST
-  STREETS

54
34
24
8
4
11
18 15 14 15

Attachment A-8 Rural West Zone



**Attachment A-9
Wilderness Zone**



Attachment B-1
EMS Communications Center
Structural and General Maintenance Schedule

ITEM	FREQUENCY OF MAINTENANCE
Electronics (general)	Inspect annually
Generator	Test bi-weekly
Uninterrupted Power Supply	Inspect bi-weekly
Air Conditioner a. (Heater units) b. (Cooling units)	Inspect monthly Preseason inspection in Fall Preseason inspection in Spring
Air Filters (Air Conditioning and Heating)+	Replace monthly
Electronic Air Filters (Air Purification System)	Inspect every six (6) months
Fire System (Major inspection)	Inspect annually (Every five (5) years)
Overhead Fire System (H ₂ O) (Major inspection)	Inspect annually (Every five (5) years)
Fire Extinguishers (portable)	Inspect annually
Fire Suppression Inspection (via contract) Inspect and test Fire Suppression System in order to document that system is adequate for area covered.	Inspect annually
Plumbing (general)	Inspect annually
Floor Coverings Replacement Schedule: a. Carpet b. Tile	Every six (6)years or as needed As needed
Interior/Exterior Walls Paint Schedule: Interior Exterior	Inspect annually Every five (5) years Every five (5) years

NOTE: The Contractor shall replace and/or repair any or all of these items, as necessary, in order to maintain safe and effective operations.

Attachment B-1
EMS Communications Center
Structural and General Maintenance Schedule
Page 2

ITEM	FREQUENCY OF MAINTENANCE
Doors – interior and exterior	Repair as needed
Lighting Fixtures	Repair as needed
Landscaping	Weekly or as needed
Parking Blacktop Repaint stalls	Inspect annually Every five (5) years
Roof	Inspect annually
Energy Management System (Includes thermostat telemetry control alert for temperature sensitive areas.)	Inspect and service every six (6) months

NOTE: Contractor shall replace and/or repair any or all of these items, as necessary, in order to maintain safe and effective operations.