



REQUEST FOR PROPOSALS

Title: Emergency Ambulance Services with ALS Ambulance Transport
(RFP # EMS-2019-7)

The County of San Mateo invites experienced and qualified organizations to submit proposals to provide emergency ambulance services with advanced life support (ALS) ambulance transport as specified in this document for San Mateo County’s Ambulance Exclusive Operating Area (EOA), serving the incorporated and unincorporated areas of San Mateo County with the exception of the City of South San Francisco EOA (Enclosure 1).

The successful Proposer 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 with ALS ambulance transport for an initial period of five years. The start date for the service will be July 1, 2019, at 8:00 a.m., Pacific Time. The Contractor will have the opportunity to earn additional years of contract extension as described in Section VI, 6.1 Summary.

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

Solicitation Number	EMS-2019-7	Time
Proposal Document Available	July 18, 2018	1:00 PM
Deadline for Written Questions	August 1, 2018	10:00 AM
Proposers Conference, Response to Questions, Amendments to RFP Released (if any)	August 15, 2018	10:00 AM
Letter of Intent Due	August 22, 2018	10:00 AM
Proposals Due	September 19	1:00 PM
Time and Place of Response Opening	Proposals will be opened within 5 days of the Proposal Due Date	10:00 AM
Oral Presentations	October 3, 2018	9:00 AM
Notice of Intent to Award	October 9, 2018	10:00 AM
Last Day to Protest	October 16	5:00 PM
Implementation of Service	July 1, 2019	8:00 AM
County Mailing Address <i>(for hard-copy communication & proposal submissions)</i>	San Mateo Procurement Attn: Procurement Manager 455 County Center, 4 th Floor Redwood City, CA 94063	
Authorized Contact Person	Zaid Abdulmajeed	
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SECTION I - DEFINITIONS

ACE – A program in San Mateo County to cover medically necessary health services for adults only. Adults age 19 through 64 who are not eligible for Medi-Cal and Medicare programs, live in San Mateo County, and have low to middle income, may be eligible for the County's ACE Program.

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

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

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

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

Automated External Defibrillation (AED) – A procedure to delivery electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

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

At Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate.

AVL – Automatic vehicle locator.

Bariatric Ambulance - A bariatric ambulance is an ambulance vehicle modified to carry the severely obese. They have extra-wide interiors, and carry "bariatric stretchers" and specialized lifting gear that is capable of carrying very large patients.

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

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

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq.

California Division of Occupational Safety and Health Agency (CAL/OSHA) – State agency that protects and improves the health and safety of working men and women in California.

Call Reception – The process of answering the telephone and processing information for the caller in an emergency dispatch center.

Call Prioritization – A process in which requests for service are prioritized based on predefined and audited criteria.

Cardio-Pulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

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

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

Computer-Aided Dispatch (CAD) – A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contract Materials - Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract - The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.

Contractor - The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently-agreed upon terms.

County Data - All information, data, and other content, including Confidential Information and other information whether or not made available by San Mateo County or San Mateo County’s agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems - The information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County - San Mateo County

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

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

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

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

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

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

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

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

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

Emergency Department (ED) – An approved receiving department within a licensed hospital.

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

EMS Agency – San Mateo County Emergency Medical Services Agency.

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

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

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

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

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

Fire First Responder – ALS Fire departments in the San Mateo County JPA.

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

Force Majeure - An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Fractile Response – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile response time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

Geographical Information Systems (GIS) – A framework for gathering, managing and analyzing data.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Inter-Facility Transports (IFT) – Ambulance transports between healthcare facilities, typically non-emergency.

JPA - A joint powers authority, the San Mateo Prehospital Emergency Services Medical Group (JPA), was formed in 1997. The JPA includes City of Brisbane, City of Burlingame, City of Daly City, City of Foster City, Town of Hillsborough, City of Millbrae, City of Pacifica, City of Redwood City, City of San Bruno, City of San Carlos,

City of San Mateo, City of South San Francisco, Belmont Fire Protection District, Coastside Fire Protection District, Colma Fire Protection District, County of San Mateo, Menlo Park Fire Protection District, and Woodside Fire Protection District.

Key Employee - Employees of the Contractor jointly identified by San Mateo County and the Contractor as possessing unique skill and experience that was a material consideration in San Mateo County's decision to award a contract.

LEMSA – Local EMS agency; see San Mateo County EMS Agency.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC – Mobile data computer

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

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

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

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

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

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.

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

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

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

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

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

Priority 1 Call – Code 3 dispatch call

Priority 3 Call - Code 2 dispatch call

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

Proposal Review Committee (PRC) – A committee consisting of professional subject matter experts with experience in healthcare delivery models and government procurement procedures, to evaluate responsive proposals based on the criteria specified in the solicitation. PRC members shall be bound by the terms of a conflict of interest statement and confidentiality agreement.

PSC – San Mateo County Public Safety Communications Dispatch Center (PSC) dispatches the emergency ambulances in accordance with provider’s deployment or system status plan.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect

Public Access Defibrillation (PAD) – A program that place automatic external defibrillators throughout communities.

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

ReddiNet - An emergency medical communications system designed to capture the essentials of data management for high performing emergency response. ReddiNet incorporates versatile, established satellite technology to exchange real-time information among hospitals, Emergency Medical Services (EMS) and Public Health agencies, fire, ambulance, clinics, long-term care facilities and law enforcement.

Release at Scene (RAS) – Patients refusing treatment and/or transport when the paramedic agrees there is no need for care.

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

Santa Mateo County EMS Agency – The local EMS agency (LEMSA) empowered by the Santa Mateo County Board of Supervisors to contract for ambulance service that will provide coverage within the EOA.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

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

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

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

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

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

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

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

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

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

SECTION II - INSTRUCTIONS FOR PROPOSERS

2.1 PRE-SUBMITTAL ACTIVITIES

A. Registration

- (1) Organizations or individuals interested in responding to this solicitation must register online with the County of San Mateo at:
<https://www.publicpurchase.com/gems/register/vendor/register>
- (2) The County does not maintain the Public Purchase system and is not liable for site failures or technical problems. To resolve technical issues, contact Public Purchase at:
http://www.publicpurchase.com/gems/help/mainhelp.html?frame1=public/info.html&frame2=public/info_register.html

B. Questions and Comments

Submit questions and/or comments including notifications of apparent errors, to the Public Purchase site by the Deadline for Questions and Comments. Questions and comments received after the deadline may not be acknowledged.

- (1) Request for changes

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Requests submitted after the deadline will not be accepted. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requesting changes.
- (2) Request for Substitution of Specified Equipment, Material, or Process
 - (a) Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
 - (b) If requesting a substitution for a required item, submit requests by the Deadline for Questions and Comments.. Furnish all necessary information required for the County, in its sole judgment, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

C. Revisions to the Solicitation

The County may cancel, revise, or reissue this solicitation, in whole or in part when the cancellation is not in the best interest of the County or for any other reason including, but not limited to:

- Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP.
- The services are no longer required.
- All otherwise acceptable proposals received are at unreasonable prices.
- The proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- The proposals received did not provide competitive adequate to ensure reasonable prices in accordance with local resources or generally accepted prices.
- No proposal is received which meets the minimum requirements of the RFP.

- The awarding agency determines after analysis of the proposals that its needs can be satisfied by a less expensive method.

Revisions will be posted as addenda on <http://www.publicpurchase.com/>. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda from Public Purchase.

D. Contact with County Employees

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

- (1) As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through Public Purchase, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
- (2) Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

E. Pre-proposal conference and site visits

If a pre-proposal conference or site visit is scheduled, answers to questions raised prior to and at the events will be posted on Public Purchase.

2.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

Number all pages of the proposal. Label and order each section as follows:

- (1) Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the proposer, identifying the materials submitted.
- (2) Authorized contacts - identify the name and title the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
- (3) Table of Contents, listing all major topics and their respective page number.
- (4) Technical Proposal
- (5) Supplementary Documents, as requested
- (6) Price Proposal

B. Technical Proposal Contents

- (1) Explain responses so as to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
- (2) Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.
- (3) Include a project schedule with milestones, deliverables, dates, and a project management plan.
- (4) Specify any needs for physical space or equipment that the County must provide during the engagement.

- (5) Explain how work, equipment, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

C. Supplementary Documents

If additional documents and materials are appropriate, or have been requested by the County, provide in the following order as applicable:

- (1) Minimum Qualifications, using County forms if provided.
- (2) Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
- (3) Financial Documents.
- (4) Samples, drawings, illustrations and related items.
- (5) Attachments, certifications, and forms, executed as applicable.

D. Price Proposal

- (1) Place all cost and pricing data in a separate sealed envelope clearly marked "PRICE PROPOSAL".
 - (a) If forms and templates are provided for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.
- (2) Alternative Price Proposals may be submitted, but only in addition to, not in lieu of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.
- (3) Include prices for the base period of service and if applicable, for each additional year including option years.
- (4) Unless otherwise indicated, when applicable, in the price of an item, include all licenses required for operation, as well as upgrades and revisions to software over the term.

2.3 PROPOSER SUBMISSION

A. Submit proposals as directed below.

- (1) Electronic Submissions

Include the proposer name and the RFP title and number in each filename. Submit proposals via the Public Purchase website, allowing sufficient time for the upload to complete by the Due Date and Time. Partial uploads will automatically terminate and proposals will be rejected. The Public Purchase submission will be date and time stamped and will be the official submission time. Contact Public Purchase with technical questions regarding the site. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the Public Purchase system.

Proposers who submit a late response will be notified in writing by the County and will have the option of collecting all copies or authorize the County to dispose all materials submitted.

- (2) Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the Public Purchase site will take precedence in the event of a discrepancy between that information

and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

(3) Hard copy submissions

- (a) Nine hard copies are required within twenty-four hours following electronic submission.
- (b) Submit proposals with all required documents in a sealed package to the designated County Mailing Address. All proposals received will be kept unopened and secured until officially accepted by the County. Within the package, submit the Technical Proposal and the Price Proposal in separate envelopes. Clearly mark the following information on the outside of the package:
 - Proposer Name
 - Return address
 - Solicitation title
 - Solicitation number
- (c) Submit proposals and all required documentation so as to physically reach the designated address by the Due Date and Time.

(d) Proposals will remain in effect for one year following submission to County Procurement.

- (4) Hand-written responses, whether or not submitted electronically, will be rejected, with the exception that signatures may be hand-written.

B. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities and request Proposer cure such irregularity, but such waiver will not modify any remaining RFP requirements. A minor irregularity means that the defect is immaterial or inconsequential as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being procured.

2.4 PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Proposer certifies all statements in the response are true; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

2.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. If a proposer chooses to withdraw their proposal after submission it will be excluded from consideration.

2.6 NO COMMITMENT

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the Proposer nor any obligation on the County. This RFP does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

2.7 ESTIMATED QUANTITIES

If the solicitation results in an indefinite quantity or a requirements Agreement, the goods and services actually requested by the County may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement. For example, the County cannot guarantee a specific number of ambulance transports pertaining to this RFP.

2.8 SELECTION

At any time in the evaluation process, the County may request clarifications from Proposers.

A. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other Proposers.

B. Proposal Evaluation

The County will establish a Proposal Evaluation Committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top-ranked proposers for final negotiation of contract terms, or may invite one or more Proposers for oral presentations and demonstrations. After evaluating presentations, the committee may recommend one or more top-ranked Proposers for final contract terms.

C. Determination of Responsibility

The County will make a determination of the responsibility of any Proposer under consideration for award, taking into consideration matters such as the Proposer's compliance with public policy and laws, past performance, fiscal responsibility, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any Proposer in writing what was found non-responsive and allow the finding to be contested.

2.9 CONTRACT AWARD

A. Notice of Intent to Award

Once a decision has been made to award a contract to one or more Proposers, the County will post a Notice of Intent to Award, notifying the remaining Proposers of their non-selection.

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible Proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

B. Commencement of Performance

After all parties have signed the Agreement, the County will notify the Proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

2.10 PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility, Format, and Address

- (1) Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.
- (2) The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation.
- (3) Submit protests to the County Procurement by e-mail to zabdulmajeed@smcgov.org or via hard copy to: County Procurement Manager, 455 County Center, 4th Floor, Redwood City, CA 94063
- (4) Issues related to the protest will be reviewed by a County of San Mateo Health System division director without a vested interest of the outcome of the proposal.

B. Protest Deadlines

Submit protests with any supplemental materials by 5 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
- (2) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (3) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.

C. Protest Contents

- (1) The letter of protest must include all of the following elements:
 - (a) Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
 - (b) The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.
- (2) Protests that simply disagree with decisions of the Evaluation Committee will be rejected.

D. Reply to Protest

The County will send a written response to the protesting party and to any other party named in the protest.

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

2.11 PUBLIC RECORDS

A. General

- (1) All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- (2) Any contract arising from this RFP will be a public record.
- (3) Submission of any materials in response to this RFP constitutes:
 - (a) Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - (b) Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a Proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and
 - (c) Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
 - (d) Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.
- (4) The County reserves the right to withhold any materials otherwise subject to the Public Records Act during the pendency of negotiation of the contract pursuant to *Michaelis, Montanari & Johnson v. The Superior Court of Los Angeles* (2006) 38 Cal.4th 1065.

B. Confidential Information

- (1) The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the Proposer. Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- (2) If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the Proposer of the public records request in a timely manner to permit assertion of any applicable privileges.
- (3) Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the Proposer will be deemed agreement to disclosure of the information and the Proposer agrees to indemnify and hold the County harmless for release of such information.
- (4) Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the Proposer agrees to indemnify and hold the County harmless for release of any information requested.
- (5) Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

SECTION III - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

3.1 MINIMUM QUALIFICATIONS

Proposals not meeting minimum qualifications will be disqualified. To qualify for evaluation by a Proposal Review Committee (PRC), a Proposer must meet the following minimum qualifications:

A. Experience:

- (1) Five years continuously engaged in providing services as required by a high-performance contract in the United States to a primary 911 Ambulance services provider at the ALS level for an operating area of population greater than 700,000, with size, geographical spread, population densities, and call volume appropriately similar to those of the County of San Mateo's EOA.
- (2) If the Proposer is organized as a legally formed partnership or limited liability company, each partner entity participating in the partnership or Limited Liability Company must have existed and continuously provided Prehospital ALS Emergency Medical Services, for a minimum of five years in the United States.

B. Financial Condition

(1) Financial Stability

Proposer shall provide evidence that clearly documents the financial history of the organization including financial interests in any other related business and demonstrates that it has the financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the contract.

- (a) Provide externally audited financial statements for the most recent five years. If the proposer organization is a subsidiary of another corporation or is a dependent governmental entity, Proposer shall provide externally audited financial statements for the parent entity for the most recent five years. If financial statements of a parent entity are submitted, the proposer organization's financial statements must either be separately shown as a part of those financial statements or submitted separately in the same format and for the same period. Such a parent entity shall be required to guarantee the performance of the Proposer.

C. Demonstration of Additional Proposer Qualifications

Proposers must respond to each of the following additional criteria and demonstrate their qualifications.

Proposers meeting the above Proposer Minimum Qualifications will be forwarded to a Proposal Review Committee (PRC) for evaluation. Each response to the following additional Proposer qualifications will be evaluated and scored by a PRC on a pass/fail basis. Supporting documentation must be provided for the response to each requirement. For each criterion, required documentation is noted, or examples of supporting documentation have been identified. Please note that all proposals will be public record. Scoring will be based on the content in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a failing score. Proposals receiving a failing score for any of the following criteria may be disqualified from further evaluation.

(1) Legal History

This item may be submitted in an electronic format, such as compact disc or USB drive. Proposer shall document its litigation history for the past five (5) years. Proposer **may** be disqualified if a final judgment was issued against Proposer or any affiliated organization for breach of contract or failure to competently and adequately perform ambulance or other emergency services. The

proposal must include a listing of all resolved or ongoing litigation involving the Proposer's organization, including a narrative describing the claim or case and the resolution or status for the past five years. This listing shall include litigation brought against the Proposer's organization or affiliated organizations and any litigation initiated by the Proposer's organization or affiliated organizations against any governmental entity or ambulance provider. For purposes of this litigation history, "affiliated organization" means any organization owned by Proposer, any organization for which Proposer is a successor entity, any organization that either merged with Proposer or divested from Proposer, or any organization which is a parent or subsidiary of Proposer. The term "litigation" includes disputes resolved by mediation or arbitration.

- (a) Documented proof of availability to measure and achieve compliance with fracture response time performance.
- (b) Documentation that Proposer is legally authorized or eligible to do business in the State of California and or the ability to obtain such authorization prior to agreement start date.
- (c) Documentation that Proposer is free of commitments that would impact Proposer's ability to obtain lines of credit, guarantor letters, or otherwise negatively affect the company's ability to perform the contract. (No existing obligations that might impact ability to provide services under the terms of this agreement).
- (d) Proposer must submit a list or table of every contract the Proposer currently serves and every contract it has served in the five years prior to submission of its proposal. Indicate:
 - (i) Type and level of service provided including the population served.
 - (ii) The contract period.
 - (iii) Whether the Proposer held exclusive market rights for emergency ambulance service under the contract.
 - (iv) Whether the contract was competitively awarded.
 - (v) The name, address, contact person and telephone number for the contract for reference purposes.
 - (vi) Dollar amount of the services provided.
 - (vii) The name of the contracting agency.
 - (viii) The remaining term of the contract and the circumstances under which any contract was terminated, prior to expiration, the cause of failure or refusal to complete and any allegations of deficient service, if applicable.

3.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all of the following regarding:

A. Organizational Capacity:

- (1) Provide a description of the local management team, roles and responsibilities and their backgrounds; include biographical information and attach resumes.
- (2) Titles and names of staff members who will be on the team responsible for the service, as well as the expected availability of the various individuals. Include the resume of a dedicated, full-time manager.
- (3) All applicable licenses and license numbers relevant to delivery of services; , the names of the holders of those licenses, and the names of the agencies issuing the licenses, excluding field personnel.

- (4) The selected Proposer must self-perform the majority of 911 ambulance services, and must directly employ all key personnel as well as EMT's and Paramedics as described in this RFP. However, the selected Proposer may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance.

B. Experience

- (1) Number of years the prospective contractor has been in business under the present business name, as well as related business names.
- (2) The number of years providing services as an 911 ALS provider.
- (3) Details of any future or refusals to complete a contract.
- (4) Whether the responder holds a controlling interest in any other organization, or is owned or controlled by any other organization.

3.3 REFERENCES

A. Append five letters of reference specifically related to the organization's current and existing:

- (1) Agreements and contracts
- (2) Clinical performance as an ALS contractor
- (3) Quality assurance/improvement program effectiveness
- (4) Response-time performance
- (5) Vehicle maintenance and replacement program
- (6) Relationships with first responder agencies
- (7) Organization's local and/or national reputation as a contractor of ALS service
- (8) Relationship with labor organizations

B. Letters of reference must include the following:

- (1) Signed and dated by the author.
- (2) Direct or indirect business or financial relationship between the author or organization and the Proposer.
- (3) The extent to which the author/organization is familiar with the Proposer and the Proposer's work/performance. Letters of reference may not be supplied by or considered from the County staff members.

3.4 EVALUATION CRITERIA

Proposals will be evaluated in accordance with the evaluation criteria in Enclosure 2.

SECTION IV - INSURANCE

Provide evidence of insurance for each of the checked categories

<input type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$5,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this service or must be twice the required occurrence limit.
<input type="checkbox"/>	Automobile Liability	\$10,000,000 – Aggregate \$5,000,000 Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
<input type="checkbox"/>	Workers’ Compensation	As required by the State of California
<input type="checkbox"/>	Employers’ Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$5,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
<input type="checkbox"/>	Pollution Liability	\$ - Per Occurrence
<input type="checkbox"/>	Pollution Liability (Aggregate)	\$

4.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

A. Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor’s network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor’s electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

B. Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information

technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

SECTION V - STANDARD TERMS AND CONDITIONS

Enclosure 3 contains the County's standard terms and conditions. Proposer should be prepared to agree to all standard terms and conditions in Enclosure 3 or provide a statement as to why Proposer cannot comply with any standard terms. The final agreement will be based on this standard template, and subject to change based on services provided as part of this agreement.

The Proposer should be prepared to enter into an agreement which addresses all components necessary for implementing the provisions of this RFP, and proper oversight for the provision of 911 ambulance services. Please reference the current ambulance contract and amendment for an example of a final agreement of services. Examples include but not limited to language associated with opportunities to cure for minor and major breach, insurance requirements, lame duck clauses, etc. (<https://www.smchealth.org/ems/contract>).

See Enclosure 3 for General Terms of Contract

SECTION VI - SCOPE OF WORK AND SPECIAL PROVISIONS

6.1 SUMMARY

The County has determined that the highest level of county-wide emergency medical response will be provided by a system using a joint paramedic fire first responder and paramedic ambulance system. The County intends to award an initial five-year contract to the responsible Proposer whose proposal conforms to the RFP and whose proposal presents the greatest value to the County, all evaluation criteria considered and as determined by achieving the highest score awarded by the Proposal Evaluation Committee.

The County may extend the Contractor's agreement for a second 5 year term. The extension will be based on Contractor's performance in meeting and or exceeding the performance standards outlined in the Agreement over the initial term of the agreement.

6.2 FINGERPRINTING AND BACKGROUND CHECKS

All EMS personnel must comply with the State of California Live Scan requirements for certification/licensing.

6.3 SYSTEM REQUIREMENTS

See Enclosure 4 for the background and current conditions of the San Mateo County Emergency Medical Services system.

Until such time as an online compliance utility (OCU) provides performance data directly to the EMS Agency, the ambulance provider will submit a monthly report to the EMS Agency in a manner required by the Agency. For the purposes of automated and objective performance tracking, the County requires the use of an OCU, such as FirstWatch. Proposals shall include an OCU service that provide response time tracking, exemption automation, real-time performance dashboard, ePCR interface, and compliance to medical protocols as needed.

The EMS Agency estimates this expense at approximately \$35,000 per year for the first five years; however, proposers may be able to negotiate further with OCU providers. Any OCU program must meet the approval of the EMS Agency.

Proposals must adhere to the following system requirements:

A. Response Time Standards and Compliance Incentives

Proposer will be held accountable from the time of dispatch, until the time Public Safety Communication (PSC) is notified by radio (or other reliable method) that the vehicle is fully stopped (wheels not in motion) at the location where the vehicle shall be parked during the incident, or in the event staging is necessary for personnel safety, at the time the vehicle arrives at the staging area. In all incidents where the crew fails to report their arrival on scene, contractor may submit GPS data to confirm on-scene time, otherwise next radio transmission is to be used. Response times shall be in whole minutes with seconds.

- (1) Supply supporting documentation to demonstrate the Proposer'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.
- (2) There will be fire service paramedic first responder and ambulance response time standards. Response time standards vary for urban/suburban, rural, and remote/wilderness. For the response time standards, see Enclosure 5.
- (3) There are five response time compliance zones (see Enclosure 6). These zones may contain a mix of urban/suburban, rural and remote/wilderness areas. Proposals must evidence an ability to maintain response times with at least 90% compliance in each of these five zones based on area type (i.e. urban/suburban, rural, remote/wilderness). See Enclosures 5 and 6.

- (4) Proposers are required to maintain the current zone boundaries and/or deployment strategies that result in consistent excellent response time compliance in hard to serve areas.

B. Compliance Incentives

Financial penalties provide incentive for maintaining excellent response time performance. Fines are levied for late responses for both Priority 1 (Code 3) and Priority 3 (Code 2) calls. For the anticipated fine schedule, see Enclosure 7.

C. Response Time Exceptions

In some cases, late responses can be excused from financial penalties and from response time compliance reports. Exceptions shall be for good cause only, as determined by the County.

Examples of exceptions include, but are not limited to:

- (1) Automatic Appeals
 - (a) Call was reduced from Priority 1 to Priority 3 by on- scene responders or by the dispatcher in accordance with County protocol.
 - (b) Upgrades and downgrades that are compliant are eligible for exemption.
 - (c) Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).
 - (d) Dispatch error (e.g., inaccurate address, CAD failure).
 - (e) Additional units responding to the same incident (first unit must meet response time standard).
 - (f) Multi-Casualty Incident (MCI) or locally declared disaster - The Contractor may apply for an exemption to response-time standards during MCIs or times of declared emergencies, locally or in a neighboring county, as defined by the emergency operations procedures of the jurisdictions involved (e.g., city or County).
- (2) Case-by-Case Appeals
 - (a) Traffic related to the incident (e.g., car crash) causes response time delay.
 - (b) Lack of documented on-scene time; Contractor may submit GPS data to confirm on-scene time – otherwise next radio transmission is used.
 - (c) Weather (e.g., heavy fog, heavy rain) that impair visibility, require slower speeds, or create other unsafe driving conditions.
 - (d) Road closures/construction for areas with limited access.

6.4 AMBULANCE DEPLOYMENT SYSTEM STATUS PLAN

A. Requirements

- (1) Ambulance System Status Plans (SSP) will be approved by the EMS Agency. The plan will describe:
 - (a) Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
 - (b) 24-hour and system status management strategies.
 - (c) Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as high flu season. Include a process that identifies how

additional ambulance hours will be added by the Proposer if the response time performance standard is not met.

- (d) Include map identifying proposed ambulance station(s) and/or post locations within the geographic zones within the response time compliance areas as indicated in this RFP.
 - (e) Work force necessary to fully staff ambulances identified in the deployment plans.
 - (f) Any planned use of on-call crews.
 - (g) Ambulance shifts and criteria to be used in determining shift length.
 - (h) Any mandatory overtime requirements.
 - (i) Record keeping and statistical analyses to be used to identify and correct response time performance problems.
 - (j) Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- (2) Provide sufficient number of ambulances, within the EOA that are fully stocked to meet 133% of peak system demand. For example; if 25 ambulances are needed to meet peak demand, an additional 8 ambulances are required to be fully equipped and ready for utilization to meet this standard.
 - (3) The initial ambulance deployment plan shall be maintained for at least the first three (3) months of operations.

B. Standby and special events

If an event sponsor desires a dedicated standby emergency ambulance at an event, the provider may enter into a separate agreement with the sponsor for the provision of standby and payment for such services.

6.5 VEHICLES

A. Ambulances must conform to the following requirements:

- (1) Industry standard Type I or Type III ambulance.
- (2) Be identically configured.
- (3) Meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail.
- (4) Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association.
- (5) Meet or exceed the equipment standards of the State of California and EMS Agency policy (<https://www.smchealth.org/sites/main/files/file-attachments/ems equip 3 supply lists 6 5 2013.pdf>).
- (6) Ambulance shall be limited to a maximum mileage of 250,000. Seventy five percent of fleet shall not exceed 75,000 miles. Any ambulances not new at the start of this agreement must include a list of brand name, model, age and maintenance records.

B. Bariatric ambulance

- (1) Ensure availability of a bariatric ambulance for use in San Mateo County within 2 hours' notice. The bariatric ambulance must 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 1000 pounds and shall include a bariatric stretcher, a ramp, and a bed winch.

- (2) Contractor's personnel shall have training for the safe movement and transport of morbidly obese patients.

C. Proposer Supervisor Vehicles

- (1) Provide specifications for any new supervisor vehicles to be purchased for proposers use under this contract.
- (2) Be able to carry all items contained in the San Mateo County EMS first responder equipment list and approved by the EMS Agency (<https://www.smchealth.org/sites/main/files/file-attachments/ems equip 3 supply lists 6 5 2013.pdf>)
- (3) Supervisory vehicles must not exceed 200,000 miles or 7 years of age.
- (4) Be identical in make and configuration.
- (5) Meet Department of Transportation and National Fire Protection Association standards for Code 3 response.

D. Vehicle Maintenance Program

- (1) Provide a copy of vehicle maintenance program. The vehicle maintenance program must be designed and conducted to achieve the highest standards of reliability appropriate to a modern emergency service.
- (2) Submit a copy of vehicle maintenance records for any vehicles that are not new at the start of the agreement. Submit the qualifications of maintenance personnel to be utilized.
- (3) Describe locations of maintenance services.
- (4) 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.
- (5) Document your vehicle failure rate including units in route, at scene, or with a patient on board for the past three years.

E. Vehicle Safety Program

- (1) Proposer must verify that it will have an emergency vehicle operator's course (EVOC) for all its field employees including on-going driver-training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.
- (2) Describe any other mechanism you use to promote safe ambulance driving and prevention of crashes/traffic incidents.

F. Equipment and supplies

Each ambulance must carry standardized equipment and supplies that meet federal, State, and local EMS Agency requirements, policies and procedures (Enclosure 8). Such equipment and supplies will be stored in the same location in all ambulances. Durable equipment does not need to be new at the beginning of the contract but will be required to meet all specifications and periodic maintenance as approved by the EMS Agency. Describe how equipment is selected for use and the procedures that ensure such equipment is properly maintained and how upgrades to equipment will be handled, and funded, during the duration of the contract.

All expendable supplies including medications and controlled substances must be restocked by the Contractor. All medical equipment shall be in good repair and safe working order at all times. Each

ambulance will be fully stocked and there will be sufficient medical equipment and expendable supplies to accommodate replacement during repair and for times of excessive demand in the system.

- (1) Provide a detailed list of durable medical equipment, communications equipment and medical supplies that will be carried on ambulances, including brand name, age (biomedical equipment only), and specifications of such equipment.
- (2) Provide your supply/equipment inventory tracking and resupply process.

G. Fire Service JPA Paramedic First Responder

- (1) The Proposer will stock 53 first responder ALS JPA vehicles, at no cost to the fire first responder, with the same durable medical equipment and expendable supplies as are used by proposer. Durable medical equipment does not need to be new at the beginning of the contract but will be required to meet specifications approved by the EMS Agency. The amount of inventory on the first responder vehicles may be less than the ambulance inventory (Enclosure 8). Medical equipment and supplies shall be standardized throughout the system.
- (2) For such equipment list the brand name, model #, age and maintenance records (biomedical equipment only), and specifications.
- (3) Describe the stocking and resupply procedures for paramedic first responders.
- (4) Describe how equipment is selected for use and the procedures that ensure such equipment is properly maintained.
- (5) Describe procedure for how equipment upgrades will be handled, and funded, during the duration of the contract.

H. JPA and EMS Field Supervisor Vehicles

- (1) Provide four ALS equipped Field Supervisor JPA vehicles with a cost up to \$50,000 or provide the funding for these vehicles for the exclusive use of the JPA fire supervisors for the term of this agreement.
- (2) Provide one BLS equipped Field supervisor EMS Agency vehicle with a cost up to \$50,000 or provide the funding for a vehicle for emergency and disaster response for the term of the agreement. This unit may be stocked with BLS supplies and all EMS staff will be trained in Proposer's EVOG.
- (3) Field supervisor vehicles will carry essential medical equipment and supplies so that initial patient care can be provided should this vehicle arrive first at the emergency scene. Additionally, these vehicles will carry equipment and supplies likely to be needed at multi-casualty incidents (Enclosure 8)
- (4) Describe procedure for how equipment upgrades will be handled, and funded, during the duration of the contract.

I. Communications Equipment

- (1) Proposer will utilize the County's radio system for voice communications between PSC, ambulances, and hospitals. EMS dispatch/ambulance radio communications utilize a trunked radio system owned and operated by the County of San Mateo. The County of San Mateo utilizes frequencies in the 700 MHz range. The 700 MHz radio increases the interoperability within other Bay Area Counties.
- (2) The fire service agencies are on a separate radio system that operates on VHF radio frequencies in the 114-179 MHz bandwidths. Proposers' supervisors and ambulances can access this system via separate fire channel portable radio.

- (3) The Proposer must have AVL/GPS/MDC in place in ambulances and ambulance field supervisor vehicles. This equipment must be integrated with PSC CAD.
- (4) Proposer must equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs. Every ambulance must be able to communicate at all times and locations with PSC, other ambulances and supervisor's vehicles, receiving hospitals, and fire agencies.
- (5) Each ambulance must have a mobile radio in the front cab with the capability for hospital communication in the rear patient compartment.
- (6) Each ambulance must have two portable radios, one for each crew for medical communication, and one fire portable radio to communicate on fire channels when necessary.
- (7) Each ambulance shall have a mobile computer with MDC capability, CAD access, mapping software, and ability to send electronic patient care records to the receiving hospital and to a centralized server via wireless technology. Each ambulance will be equipped with AVL and GPS, fully interfaced to the CAD system for unit recommendation and System Status deployment purposes.
- (8) Provide mobile computers with the ability to send an ePCR to the receiving hospital for 53 Fire JPA response engines and 4 JPA supervisor vehicles. Computer must link to the ambulance transport ePCR for continuity of patient care.
- (9) Identify all communications equipment (type, brand, number) that will be carried on ambulances and supervisors' vehicles including, but not limited to:
 - (a) Radios
 - (b) AVL/GPS/MDCs
 - (c) Telephones
 - (d) Alerting devices
 - (e) Laptop computers for ePCR

6.6 PERSONNEL

A. Workforce and Diversity

- (1) The Proposer shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified; licensed and/or accredited. Field personnel with bilingual skills reflecting the diversity of languages spoken in San Mateo County are highly valued. Proposer is encouraged to describe its organization's practice ensuring diversity in the workforce and success addressing diversity alignment with its communities served.

B. Ambulance Work Schedules and Conditions

- (1) At least 51% of the personnel who staff ambulances shall be Proposer's full-time employees. Proposer's work schedules and assignments will provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well rested during work periods.
- (2) The maximum unit hour utilization for 24-hour ambulance units shall not exceed 0.40 without prior approval by the EMS Agency.
- (3) Provide work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.

- (4) Provide methods that will be used to minimize the turnover rate among the Proposer's personnel.
- (5) Provide how you measure workload and fatigue for ambulance crews.
- (6) Provide your personnel recruitment and screening processes.
- (7) Provide your employee retention program.
- (8) Provide your organization's programs, policies and procedures for occupational health and safety and communicable disease control, including communicable diseases prevention.
- (9) Provide your pre-employment and on-going physical and mental health ability evaluation processes.
- (10) Submit completed copies of your compensation package for ambulance paramedics, and EMTs using the forms found in Enclosure 9.

C. Comfort Stations

- (1) The Contractor is required to provide "comfort stations" located at strategic posts that are accessible to on-duty field-based personnel 24/7. At a minimum, these facilities shall:
 - (a) Be climate controlled (air conditioning and heat);
 - (b) Have adequate and comfortable seating to accommodate a complete on-duty crew;
 - (c) Have at least one operable toilet, sink, and microwave as well as a desk, task chair;
 - (d) Have data capability to enable patient care charting; and
 - (e) Have adequate accommodations to meet the needs of nursing mothers.
- (2) Compensation/Fringe Benefits
 - (a) Proposer should provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified ambulance personnel. Proposer is encouraged to establish programs that result in successful recruitment and retention of personnel.
- (3) Treatment of Incumbent Worker
 - (a) There are many dedicated, experienced, and highly proficient paramedics and EMTs employed by the current emergency ambulance provider. Proposer will be encouraged to recruit from, and preferentially hire, the incumbent paramedic and EMT workforce. The Proposer will be expected to provide all incumbent paramedic and EMT personnel that are offered employment with the ability to retain their "seniority" status earned while working for the previous County contractors for such purposes as shift bids.
- (4) Ambulance Staffing
 - (a) Ambulances must be staffed with at least one paramedic. The second crew member may be another paramedic or an EMT-I who has completed an additional curriculum approved by the EMS Agency.
 - (b) Provide the process for ensuring that ambulance staffing standards are met.
- (5) Management and Supervision
 - (a) Proposer must have management and supervisory personnel to manage all aspects of emergency ambulance service including administration, operations, EMS training, clinical quality improvement, record keeping and field supervision. Such supervision shall be provided continuously 24 hours a day.

- (b) Proposer must specifically explain how the Supervisor will monitor, evaluate, and improve clinical care provided by the Proposers personnel and ensure that on-duty employees are operating in a professional and competent manner.
 - (c) Identify your key management staff for the San Mateo County organization. Include completed Investigative Authorization–Individual and Company forms (found in Enclosures 10 and 11 of this RFP).
 - (d) Provide the qualifications, including resumes and provide job descriptions for all management and supervisory personnel for the emergency ambulance service.
- (6) Communicable Diseases, Safety, and Prevention
- (a) The Proposer will have a EMS Agency approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
 - (b) Provide your pre-employment and on-going physical ability evaluation processes.
 - (c) Provide your organization’s communicable disease control and safety policies and procedures.
 - (d) Identify personal protective equipment provided to ambulance crews.
 - (e) Identify personnel protective equipment provided to fire service first responders.
- (7) Employee Safety and Wellness
- (a) The Proposer will have an employee wellness program to include activities such as company-sponsored exercise, weight-loss, educational seminars, tobacco-cessation programs and health screenings that are designed to help employees eat better, lose weight and improve their overall physical health.
 - (b) Proposer shall develop an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). The Proposer shall maintain and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.
- (8) Critical Incident Stress Management and Employee Resilience Program
- (a) Proposer shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
 - (b) Provide the Critical Incident Stress Management program and Employee Assistance Program you plan to use in San Mateo County.

D. Training and Continuing Education

- (1) Proposer must provide a comprehensive training/education program for all paramedic and EMT personnel. Joint training sessions for ambulance and fire service first responders are encouraged. Such a program shall include, but not be limited to:
 - (a) Advanced training for EMT-Is staffing ALS ambulances;
 - (b) Orientation to the San Mateo County EMS System;
 - (c) Customer service and cultural sensitivity;

- (d) Pre-accreditation field evaluation for paramedics;
 - (e) Post-accreditation education, supervision, evaluation;
 - (f) Continuing education that is linked to quality improvement activities, including skills, procedures, protocols, issues and other programs; and
 - (g) Other programs and activities to maintain uniform skill proficiency.
 - (h) Provide your comprehensive training and education program for ambulance personnel.
 - (i) Provide how you plan your integration of comprehensive training and education with fire service paramedic first responders.
 - (j) Provide the training curriculum for EMT-Is staffing an ALS ambulance.
 - (k) Provide the orientation and other training and evaluation that is required for new paramedics.
 - (l) Provide the process for ensuring that ambulance paramedic and EMT personnel meet requirements including annual refresher training for infrequently used skills.
 - (m) Provide the process for how you will ensure that all paramedics performing services under this contract have sufficient on-going clinical practice to maintain skills and knowledge.
 - (n) Provide the process to ensure timely, accurate, and accountable communications with EMS personnel regarding changes in EMS system policies, procedures, protocols, or precautions.
 - (o) Provide the qualifications for your lead staff for ambulance personnel for clinical education and clinical quality improvement and provide job description(s).
 - (p) Provide the database system you will use for maintaining paramedic and ambulance EMT records including employment, certification/licensure, paramedic accreditation, required training programs, and on-going training.
- (2) Paramedics must maintain current valid certifications for:
- (a) Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider;
 - (b) Prehospital Life Support or Basic Trauma Life Support or equivalent as determined by County;
 - (c) Advanced Life Support; and
 - (d) Cardiopulmonary Resuscitation.
- (3) Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS) Training
- (a) Proposer shall train all ambulance personnel, supervisory personnel, and management personnel in the Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS), consistent with federal, state, and local doctrine. Current training standards include;
 - (b) Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS-800 and SEMS
 - (c) Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS
 - (d) Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS

(4) Continuing Education Provider (C.E. Provider)

Proposer must be able to meet the requirements of San Mateo County EMS Agency as an approved Continuing Education Provider. Staff responsible for clinical education and clinical quality improvement must be able to meet the qualifications for EMS CE clinical direction in accordance with California Code of Regulations, Title 22, Division 9, Chapter 11, and EMS Agency policy.

(5) Communications to Personnel

Proposer must timely and accurately communicate with all personnel providing services under the contract to include any changes in EMS Agency policies, procedures, protocols, memorandums or precautions.

(6) Training Records

(a) Proposer must maintain a single electronic database for all clinical personnel. The EMS Agency shall have electronic access to this database. The database will be continually updated so that records are current. The database will include, but not be limited to:

- (i) Employment status (e.g., currently employed by, previously employed by);
- (ii) Certification/licensure;
- (iii) Paramedic accreditation;
- (iv) Required training programs within this contract (e.g., ACLS, PALS, advanced EMT, driver training); and
- (v) Any on-going training required by County (e.g., quarterly training).

6.7 HOSPITAL AND COMMUNITY REQUIREMENTS

A. Hospitals

- (1) There will be an electronic transmission of 12-lead EKG for suspected ST elevation myocardial infarction (STEMI) to the hospital prior to patient arrival and this 12-lead EKG will be included in the electronic copy of the medical record. Describe how you will make 12-lead EKG for suspected STEMI patients available to the hospital prior to patient arrival.
- (2) There will be early notification of incoming patients by the ambulance crew with all pertinent information presented in a concise and standardized format.
- (3) The ePCR will be available to hospital personnel according to EMS Agency policy.
- (4) The proposer will sponsor, at least annually, educational events which include the entire EMS multidisciplinary team including emergency department physicians, nurses, dispatchers, fire service and ambulance paramedics and EMTs.
- (5) Describe the EMS team events that you will propose.
- (6) The proposer will be able to have, and will describe what they propose for a user-friendly and effective system for hospitals to communicate with:
 - (a) Ambulance management and quality improvement staff.
 - (b) Ambulance paramedics and EMTs.

B. Community Education/Prevention

- (1) It is anticipated that the proposer will annually plan and implement definitive community education programs, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance,

conducting citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness, system access, and appropriate utilization of the EMS system.

(2) Provide your proposed community education and illness/injury program for San Mateo County. Include timeline and measures.

(3) Proposer will report on these activities to the EMS Agency on a periodic basis.

C. Community Education and Illness/Injury Program

(1) Define your organizational values, policies, and structures that will enable your staff to work effectively cross-culturally in San Mateo County.

(2) Describe any provisions you will make to address linguistic access for non-English speakers.

6.8 DISASTER PREPAREDNESS

A. Multi-Hazard Disaster and Multi-Casualty Plans

(1) Proposer will have an internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment and EMS surge supplies needed for at least 72 hours.

(2) Proposer must agree to house, maintain, manage, and staff the Emergency Medical Services Authority (EMSA) state issued Disaster Medical Support Unit (DMSU) as necessary. This includes deploying the DMSU when requested by the EMS Director, or the MHOAC, via the MHOAC/RDMHS mutual assistance system. This vehicle shall not be used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to a disaster site or designated location. This vehicle may be used to carry personnel and equipment to a disaster site.

(3) Proposer will ensure field staff responding to a MCI, disaster or other large scale emergency are fully trained in the ReddiNet system.

(4) Proposer will participate with the County and EMS Agency in disaster planning. This includes: identifying local staff having responsibility for multi-casualty and disaster planning and providing field personnel and transport resources for participation in any EMS Agency approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

(5) Proposer may require that field and supervisory staff are familiar with, and trained in, the California Tactical Casualty Care Training Guidelines to respond as a medical support service provider to law enforcement incidents and provide field tactical medical care to casualties as necessary.

B. Mutual Assistance

(1) To the extent units are available and consistent with its primary responsibility to provide ambulance and emergency medical services, with EMS Agency and/or MHOAC approval, Proposer will render "automatic aid" and "mutual assistance" to adjacent jurisdictions. Proposer will provide their process to render and receive "automatic aid" and "mutual assistance" to those providers of emergency medical services operating within adjacent areas in and out of San Mateo County.

(2) Identify staff that will have primary responsibility for disaster preparedness, provide the job description, and any required specialized training.

(3) Provide an example of how your organization has participated in disaster exercises or in actual disasters. Include how the event was evaluated and corrective actions taken to improve future response.

- (4) Proposer will participate in the Ambulance Strike Team (AST) program and must ensure that AST responders and AST Unit leaders have been appropriately trained and approved by the EMS Agency.

6.9 QUALITY/PERFORMANCE

The Proposer will have a comprehensive quality improvement program and performance measures program. This program will include all operations and services and not be limited to clinical care. Data shall be presented to the EMS Agency as part of the required online compliance utility program in a format approved by the EMS Agency.

A. Quality Improvement Program

- (1) The quality improvement (QI) program must meet the requirements of California Code of Regulations, Title 22, Chapter 12 (EMS System Quality Improvement) and EMS Agency policies and related guidelines. The program must 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.
- (2) The program may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

B. Ongoing QI requirements

- (1) Review and submit the QI program annually for appropriateness to the provider's operation and revise as needed;
- (2) Participate in the EMS Agency's Quality Leadership Council that may include making available relevant records for program monitoring and evaluation;
- (3) Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the EMS Agency medical director or his/her designee;
- (4) Submit a monthly report to the County to show compliance with the approved plan and areas for improvement including key performance indicators for STEMI, stroke, advanced airway/VividTrak, cardiac arrest, trauma, pain, customer satisfaction, pediatric skills, medication errors, complaint satisfaction, employee satisfaction, paramedic skill retention and safety;
- (5) Provide the County with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.

C. Inquiries, Complaints, and Incident Report

- (1) Proposer will develop a mechanism for internal and external customers to comment on the care provided by Proposer and will provide access to comments to the EMS Agency.
- (2) Proposer will provide prompt response and follow-up to inquiries and complaints at minimum of three business days, and report findings to EMS Agency.
- (3) Proposer will have an accountability system to account for patient belongings.
- (4) Proposer will cooperate with the EMS Agency and/or the California EMS Authority in the investigation of an incident or unusual occurrence.
- (5) Proposer will complete an incident or unusual occurrence report within 24 hours for personnel involved in an unusual occurrence. Proposer will immediately notify the EMS

Agency of potential violations of the California Health and Safety Code, California Code of Regulations, or San Mateo County EMS policy and protocols.

D. Electronic Patient Care Records (ePCR)

- (1) Proposer will be required to provide electronic patient care record (ePCR) data, in a form and timeframe prescribed by the EMS Agency, pursuant to California Health and Safety Code section 1797.227 and approved by EMS Medical Director, for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transport. The ePCR shall be accurately completed to include all information required by the EMS Agency and California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100170 and 100171.
- (2) This ePCR product must be available to all fire department EMT and paramedic personnel.
- (3) The ePCR system must have the capability of mobile data entry in Proposer's ambulances, fire first response vehicles and at the patient's bedside. The ePCR system shall comply with the current version of NEMESIS and CEMESIS. Compliant means a system that has been tested and certified "compliant" by NEMESIS. The ePCR System shall also comply with the current mapping standards and data dictionary, as promulgated by the California EMS Authority and the EMS Agency. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities, such as the State EMS Authority and hospitals in an HL7 format.
- (4) The ePCR system must have the capability to:
 - (a) Link with the CAD to import all data for all calls.
 - (b) Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field.
 - (c) Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support.
 - (d) File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record.
 - (e) Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.
- (5) The EMS Agency approved ePCR must be completed for all patients in a timely manner according to EMS Agency policy. Proposer must provide access to patient care records at the receiving facilities in computer readable format and suitable for statistical analysis for all 911 ambulance responses. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, and non-transport. Proposer will provide electronic ePCR data to the EMS Agency, and EMS Authority, in a form prescribed by the EMS Agency, pursuant to California Health and Safety Code, Section 1797.227, within a reasonable timeframe specified by the EMS Agency.
- (6) The EMS Agency approved ePCR, shall be entered at the receiving hospital before returning to service, on Critical Patients. A Critical Patient is defined for this purpose as a patient needing one or more of the time-dependent interventions; CPAP, Dopamine, Intubation, Epi (1:1000 & 1:10,000), King LTD, Intraosseous, Needle Decompression, Pacing, Albuterol, ROSC, Assisted Ventilation, Sodium Bicarb, Atropine, STEMI Alert, BVM, Stroke Alert, Calcium Chloride, Trauma Activation, CPR (Manual or Mechanical), Versed, and Defibrillation.
- (7) In addition to the Critical Patients listed above, an ePCR is essential for patients who meet the following criteria:
 - (a) STEMI patient transported to any facility, including a Cardiac Receiving Center

- (b) Stroke patient transported to any facility, including a Stroke Center
 - (c) Any Priority 1 patient, or equivalent
 - (d) Any emergent (lights & siren) return to the hospital
 - (e) Any patient who is unable, for any reason, to provide a history
 - (f) All patients aged 10 or less
- (8) Proposer's ePCR must provide other data points that may be reasonably requested, including any needed modifications to support EMS system data collection.
 - (9) As health information systems evolve, the Proposer will agree to work with the EMS Agency and local hospitals to establish, and/or participate in, a Health Information Exchange (HIE) with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients. If the proposer has experience with HIE, proposals shall include the method and capacity for establishing a HIE.
 - (10) Identify the individuals who will be responsible for developing and implementing the electronic patient care record and record warehouse and provide a description of their qualifications.
 - (11) Provide a description of the structure of the electronic patient care record and the electronic record warehouse including the software, hardware, and general structure.
 - (12) Provide a description of computers (or equivalent), including its wireless communication capabilities, that will be provided to each ambulance and to each fire first response vehicle.
 - (13) Identify the unique patient identifier that will be used to link CAD data, ambulance data, first responder data, and hospital data.
 - (14) Provide a description of the data transfer protocols.
 - (15) Provide a description of how the patient care records will be made available to the receiving hospital at the time the patient is left at the hospital.

6.10 DISPATCH AND RADIO COMMUNICATION

A. Current System

- (1) The present dispatch system, in which County's Public Safety Communications Dispatch Center (PSC) dispatches the emergency ambulances in accordance to Proposer's SSM plan, will be continued by virtue of a separate Service Agreement. PSC does not currently provide dispatch services for BLS non-emergency interfacility transports or CCT transports. Proposer will be expected to contribute its share of costs for services PSC provides under this system estimated to be \$1,038,734 in the first year, with annual increases based on CPI.
- (2) CAD system maintenance is paid separately to PSC, at an approximate annual cost of \$60,000 – 100,000. The final estimated annual cost will be determined during final CAD contract negotiations, and will be a prorated share based on all PSC CAD customers.
- (3) Proposer will be required to enter into a written agreement with PSC that is approved by the EMS Agency.

B. County Medical Dispatch Services:

(1) Standards

There will be a system for ambulance dispatch meeting the standards in ASTM F 1258 (Standard Practice for Emergency Medical Dispatch) and ASTM 1560 (Standard Practice for

Emergency Medical Dispatch Management). PSC will maintain National Academy of Emergency Medical Dispatch accreditation.

(2) PSC Requirements

Emergency medical dispatch (EMD) protocol reference system approved by the EMS Agency. The system will include:

- (a) Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points;
- (b) Systemized caller interrogation questions;
- (c) Systematized dispatch life support instructions;
- (d) Systematized coding protocols that allow the agency to match the dispatcher's evaluation of the injury or illness severity with the vehicle response;
- (e) Dispatch fire first responders;
- (f) Give post-dispatch and pre-arrival instructions to callers

(3) Proposer Requirements

Proposer will:

- (a) Have AVL/ GPS and mobile data computers (MDCs) in ambulances and supervisor's vehicles;
- (b) Be responsible for the ambulance deployment plan, or provide updates to selected third-party deployment software;
- (c) Participate in any PSC user group established by the County;
- (d) Ensure that supervisors and ambulance crews are appropriately knowledgeable of the ambulance deployment plan and dispatch procedure.

Provide in detail your organization's needs from PSC to be able to deploy your ambulances in the most optimal and efficient manner, including:

- (a) CAD and other technologies.
- (b) Making changes to the ambulance deployment plan, or the third-party software and the turnaround time for such changes.
- (c) Ambulance performance data and reports including timelines associated with these reports.
- (d) Ongoing reports and any timelines associated with these reports
- (e) Dispatching processes.
- (f) Dispatching performance standards and measurements.
- (g) Physical access to the PSC dispatch center.

(4) PSC Operations:

- (a) Adhere to the ambulance provider's SSM deployment plan;
- (b) Relay pertinent information to responding first responder and ambulance personnel;
- (c) Monitor and track responding resources;
- (d) Coordinate with public safety and EMS providers as needed;

- (e) Provide access to required data to provider and EMS Agency;
 - (f) Develop dispatch procedures cooperatively with the EMS Agency and the Provider including dispatch performance standards and compliance;
 - (g) Make timely operational changes when provider requests modified dispatch procedures for ambulance deployment. Changes requiring Vendor support may come at an additional negotiation and cost;
 - (h) Provide timely reports that are designed jointly by PSC and provider.
- (5) Dispatcher training
- (a) Each PSC emergency medical dispatcher shall have completed an initial training program meeting the requirements of the California EMS Authority's Emergency Medical Services Dispatch Program Guidelines (EMSA #132, March 2003).
 - (b) Each PSC emergency medical dispatcher shall receive a minimum of 24 hours of continuing dispatch education (CDE) every two years, as described by the California EMS Authority's Emergency Medical Services Dispatch Program Guidelines.
- (6) CAD
- (a) PSC will continue to use the current Northrop Grumman CAD until the County procures a new CAD (expected October 2019). ; Proposer may incur additional costs related to proposer's change order requests.
 - (b) Proposer acknowledges that it will incur costs associated with integrating Proposer's vehicles with AVL/GPS to interface with incoming CAD system.
 - (c) Proposer will acknowledge that it will incur costs associated with equipment and licensing costs for Mobile Data Computers or other devices connected to the new CAD system.
- (7) Data and Reporting
- (a) PSC will provide Proposer with "live" access to CAD and audio recorder systems, and will provide proposer with access to various reports agreed upon by PSC, Proposer, and EMS Agency.
 - (b) PSC will provide access to electronic reports containing information agreed to by PSC, the EMS Agency and Proposer in accordance with agreed upon timelines.
- (8) Radio System
- Proposer will be responsible for:
- (a) Purchase and installation of portable/mobile radios; Radios must be compatible with County radio system, and subject to pre-approval by the County ISD radio services.
 - (b) Enter into a service level agreement with ISD radio services, to include programming of portable/mobile radios and connectivity to County radio system.
 - (c) The current fee for services described is \$131,144.42 and will be subject to a CPI increase each year.

6.11 FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A. Patient Fees

- (1) Current maximum patient fees are included as Enclosure 12. Proposers are encouraged to maintain or decrease these fees. The patient fees must be fixed for at least one year from the beginning of the contract.

- (2) Submit the completed forms for "Proposed Ambulance Rates" including the two patient scenarios in Enclosure 13.

B. Budgets

- (1) Provide detailed information on the full costs of your proposed service including allocation of indirect costs.
- (2) Provide a statement of the method of financing, attach any endorsement documents necessary, of all start-up and operational costs including, but not limited to, the initial ambulance fleet and equipment and facility leases required to begin operations.
- (3) Provide a statement of the amount of funding that will be dedicated to "Reserve for Contingencies".
- (4) Proposer shall submit a financial statement of all financial, and/or in-kind corporate / parental entity support to show all sources of funding that will support the provision of 911 Ambulance Services within San Mateo County.
- (5) If the Proposer's corporate / parental structure is larger than only the provision of 911 Ambulance service for San Mateo County, this statement shall include disclosing the full cost allocation of all shared overhead services charged to the San Mateo County 911 Ambulance Service (including rationale). Typical overhead services include but are not limited to: risk management, insurance, purchasing, maintenance, legal and human resource, or other functions if those functions are not solely dedicated to 911 Ambulance Services in San Mateo County.
- (6) Proposer will disclose, if applicable, the interest or use rate at which the parent / corporate entity loans money or services to the subsidiary corporation providing 911 Ambulance Services to San Mateo County.
- (7) Using the forms provided in Enclosure 14, provide the above information for each year of the first three years of operation. Additionally, provide complete information on projected revenue from ambulance service billing for each of the first three years. If revenue from ambulance service billing does not cover expected costs of operations, document your projected source of revenue to offset such loss and provide a projected timeframe to recoup losses. "Full Cost" means all costs attributable to the provision of service.

C. Billing and Collection System

- (1) Proposer will be responsible for humane billing and collection practices and must have a written Compassionate Care Policy. Proposer's collection practices shall be in accordance with all State collection laws and regulations. Proposer's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges and other inquiries.
- (2) The Proposer will have staff available at proposer's local headquarters to provide an initial response to questions regarding patient bills. Proposer will provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.
- (3) Proposer will have a billing and collections system that is well-documented, easy to audit, customer friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.
- (4) Direct patient billing statements will be itemized so that all charges are clearly explained. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or paper.

- (5) If a patient is initially billed directly, Proposer's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.
- (6) If a patient has no third-party coverage, Proposer will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

D. Financial Hardship Policy and County's ACE Program:

- (1) Proposer shall have a written Financial Hardship/Compassionate Care Policy which shall apply to patients who do not have medical insurance and who have limited financial capacity.
- (2) Proposer shall extend discounts to patients based upon such policy and such discounts will consider federal poverty level standards, ineligibility for Medi-Cal/Medicaid or other third party coverage, as well as any extenuating circumstances.
- (3) For patients who are members of County's ACE Program, Proposer will fully discount their 911 emergency transport bill when it is presented with evidence that the patient is an ACE program member.
- (4) For patients in custody at the county jail, Proposer will fully discount bill when requested by the Sheriff's Office.
- (5) Proposer will submit an annual customer satisfaction survey provided by an external agency approved by the EMS Agency.
- (6) Provide a description of your billing and collection system.
- (7) Provide copy of your financial hardship policy.
- (8) Provide a copy of a billing late notice.
- (9) Provide a description of how your organization evaluates and improves the billing and collection system.
- (10) Give at least one example of system improvement in the past year.

E. Annual Financial Audit

- (1) Proposer shall make available a Year-end Financial Report to the EMS Agency Director for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the EMS Agency Director on an annual basis within ninety (90) calendar days of the close of Proposer's fiscal year. If Proposer's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Mateo County operation shall be required and shall be subject to the independent auditor's review. Proposer shall make all financial records for San Mateo County contract services available to the EMS Agency to audit as requested.
- (2) Provide a statement agreeing to provide the County an annual audited financial statement according to Generally Accepted Accounting Principles (GAAP).

F. Payments to County

Proposer will pay the following services charges as estimated below:

	Annual Fees	Avg. Monthly
Dispatch Fees	\$1,038,734.00	\$86,561.00
CAD Maintenance Fees	\$60,000.00 – 100,000.00	\$5,000 .00 – 8,333.33
Radio System Maintenance Fees	\$131,144.42	\$10,928.70
EMS Agency Oversight & Monitoring Fees	\$941,130.00	\$78,427.50
Pager Fees	\$24,000.00	\$2,000.00
JPA First Responder Fees	\$4,739,668.00	\$394,972.33
*Total Fees	\$6,874,676.42	\$572,889.70
*Total does not include CAD maintenance fees		

G. Additional Financial Information and Relationship with the JPA

(1) Background

- (a) The County has determined that the highest level of county-wide emergency medical response is provided by a system using a joint paramedic first responder and paramedic ambulance system. The County desires to provide the highest level of response while also ensuring that patient fees are equivalent to other emergency ambulance service fees in the Bay Area and are reimbursable under applicable regulations.
- (b) As each proposal is to be based upon the San Mateo Prehospital Emergency Medical Services Group (JPA) providing a paramedic first responder service, each Proposer shall provide information sufficient to determine the estimated net savings to the emergency ambulance proposer on an annual basis. Each proposer's estimated savings will be based upon a comparison of estimated costs incurred in achieving the 12:59 minute response time provided in this RFP as compared to costs incurred in achieving the California standard ambulance response time. The California standard ambulance response time for urban areas for an ambulance that is the first ALS provider on scene is 7:59 minutes. The cost comparison will not be based upon achieving the first responder on scene time provided in the RFP because a calculation using the standard ambulance response time will facilitate a better comparison of the emergency ambulance Proposer's savings to the standard market provider fees.
- (c) Information on the estimated savings that Proposers will achieve due to longer response times and decreased paramedic staffing is necessary to evaluate whether the Proposer is complying with existing regulations and whether these savings are reflected in the proposed patient fees. The EMS Agency wants to ensure that the JPA is reimbursed for its costs of providing the paramedic first responder services required under this agreement that are in addition to standard fire first response costs.
- (d) Accordingly, the EMS Agency assumes, for the purposes of this RFP, that Proposers will reimburse the JPA for these additional costs in an amount up to or equal to the savings achieved. The EMS Agency may reject any proposal that is inconsistent with these principles.

(2) Estimated Annual Savings Due to Extended Response Times

To evaluate each proposal in light of these interests and to foster governmental transparency, Proposers will be requested to provide the following information:

- (a) Identify and calculate the estimated annual savings that will be recognized by providing ambulance-on-scene times contained in this RFP versus as compared to the California standard as set forth in the chart below.
- (b) This calculation will be based on a 90% compliance rate consistent with the response time standards and compliance zones that are contained in this RFP, including savings resulting from, but not limited to, lower response time standards, fewer ambulance stations, a smaller workforce, fewer field vehicles, fewer ambulances, fewer staffed paramedics in each ambulance, decreased vehicle and ambulance maintenance costs and less equipment and supplies (and related maintenance) costs. List the annual dollar amount and provide specific itemization as to the costs used to calculate this figure.

Type	RFP Standard	California Standard
Priority 1 (Code 3)		
Urban/suburban	12:59 minutes	7:59 minutes
Rural	19.59 minutes	19.59 minutes
Remote	29.59 minutes	As quickly as possible
Priority 3 (Code 2)		
Urban/suburban	22.59 minutes	N/A
Rural	59.59 minutes	N/A
Remote	59.59 minutes	NA

- (3) Identify and calculate the estimated annual (and one-time) additional costs that will be incurred as a result of your agency relationship with the JPA, including costs incurred resulting from, but not limited to any additional staffing and supervision, any additional administrative costs, and additional equipment and supply costs, and any additional training costs. In responding to this requirement clearly differentiate between one-time costs and annual costs. List the annual dollar amount and provide specific itemization as to the costs used to calculate this figure.
- (4) Provide an estimated net annual savings based upon the calculations set forth above.
- (5) The Office of San Mateo County Controller and/or Health System Administration will consult with the Proposal Evaluation Committee on the fiscal ability of each Proposer to implement and continue the services as outlined in this RFP. It will also consult with the Proposal Evaluation Committee as to the reasonableness and propriety of the estimates provided by Proposers in regard to the annual savings due to extended response times.

H. Profit

- (1) The County’s intent for this RFP is to provide a business model that will provide a high quality, stable, long term, and efficient and cost effective emergency ambulance services with advanced life support (ALS) ambulance transport agreement.

In the event that changes occur within the County that substantially impact the Contractors cost of providing services, such that CPI-based rate adjustments do not compensate for the increased cost of operating the 911 ambulance service the Contractor may request an additional rate increase, which shall be subject to approval by the San Mateo County Board of Supervisors.

I. Rate Adjustments

- (1) The rates proposed in this RFP may be increased annually to adjust for inflation. No later than forty-five days prior to each adjustment date, the Contractor may request that the EMS Agency consider approval of a user fee adjustment. The percentage increase to adjust for inflation shall be calculated using the following indices:
 - (a) The percentage increase in the average CPI of the following Consumer Price Index factors for All Urban General Consumers (CPI-U) and the Medical Care Services of the Commodities and Services Group of the Consumers Price Index for All Urban Users, San Francisco Area, as compiled and reported by the Bureau of Labor Statistic for the previous 12-month period last for which published figures are then available:
 - (i) 50 percent of the CPI – Medical Care Index
 - (ii) 50 percent of the CPI – All Urban General Consumers (CPI-U)

6.12 ADDITIONAL REQUIREMENTS

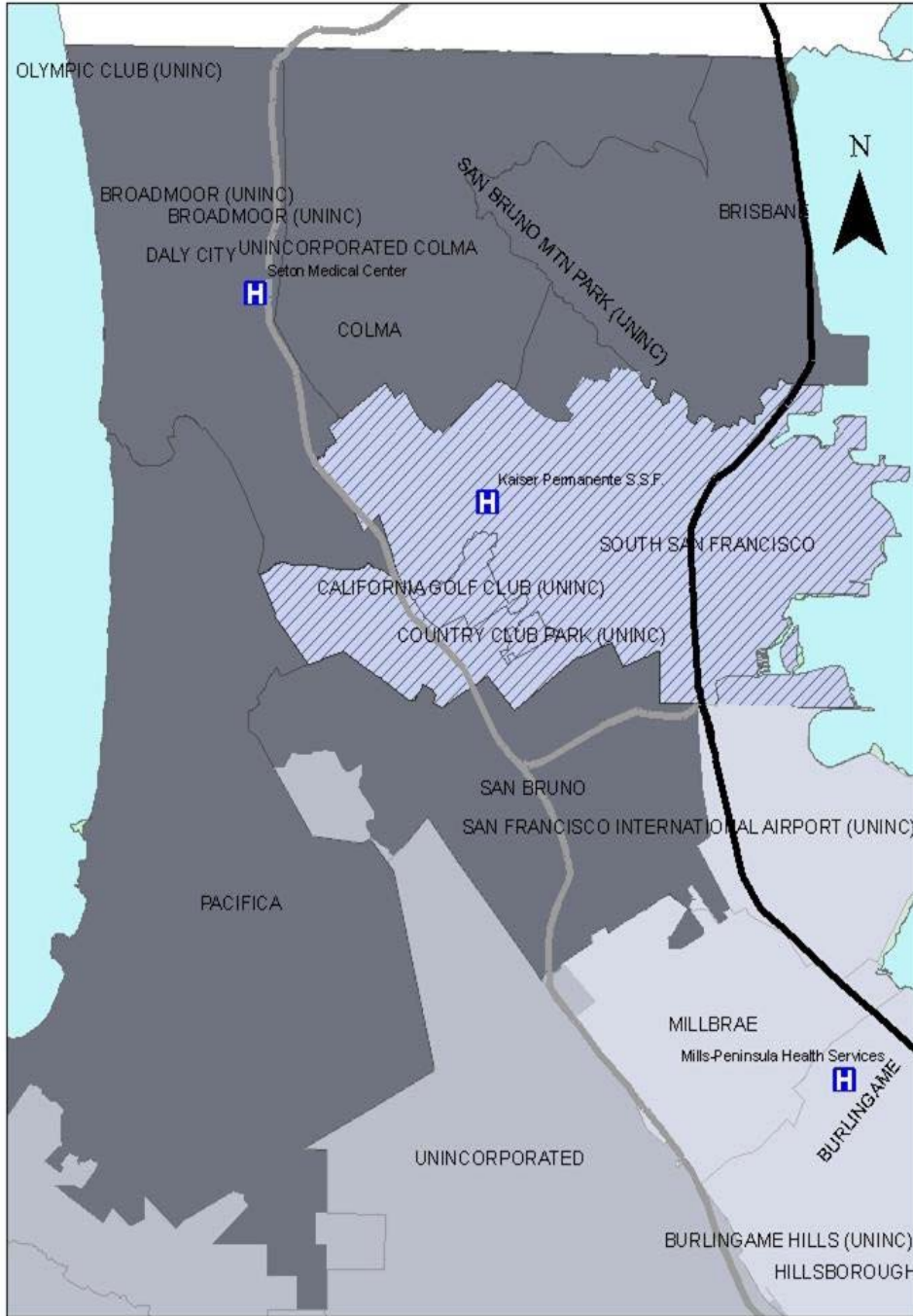
A. San Mateo County Mental Health Assessment & Referral Team (SMART).

- (1) San Mateo County Health Department developed the SMART program in 2005 to provide immediate assessment, management, transport, and referral as appropriate to individuals presenting with behavioral emergencies in the prehospital setting. The goal of the program is to provide the care and services that will best meet the needs of the individual. The SMART paramedic responds to law enforcement emergency requests for individuals experiencing behavioral health emergencies and performs a mental health assessment. SMART is trained to de-escalate behavioral health crises and if necessary, place the client under a W & I 5150 hold, and transport in a specially equipped sport utility vehicle. This program is efficient and less intimidating for clients than a police car.
- (2) Proposers will agree to enter into negotiations for a separate agreement with the San Mateo County Health Department Behavioral Health and Recovery department for SMART services. Enclosure 15 is an example of the current agreement.

SECTION VII - ENCLOSURES

- ENCLOSURE 1 – Map of North San Mateo County with City of South San Francisco
- ENCLOSURE 2 – San Mateo County Proposer Scoring Sheet
- ENCLOSURE 3 – General Terms of Contract
- ENCLOSURE 4 – Background: San Mateo County Emergency Medical Services System
- ENCLOSURE 5 – Time Standards
- ENCLOSURE 6 – Response Zone Map
- ENCLOSURE 7 – Financial Penalties
- ENCLOSURE 8 – Ambulance Equipment List
- ENCLOSURE 9 – Proposed Ambulance Compensation and Benefits
- ENCLOSURE 10 – Investigative Authorization – Individual
- ENCLOSURE 11 – Investigative Authorization – Company
- ENCLOSURE 12 – San Mateo County Ambulance Rates
- ENCLOSURE 13 – Proposed Ambulance Rates
- ENCLOSURE 14 – Proposed Operating and Start-Up Budget
- ENCLOSURE 15 – AMR West SMART Agreement
- ENCLOSURE 16 – San Mateo County Living Wage Ordinance
- ENCLOSURE 17 - Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973

Enclosure 1: Map Showing North San Mateo County with City of South San Francisco



Enclosure 2 – San Mateo County Proposer Scoring Sheet

San Mateo County Qualification Scoring Sheet

To qualify for further evaluation by a Proposal Review Committee (PRC), a Proposer must meet the following minimum qualifications with a passing score in all categories.

Proposal Meets Minimum Qualifications Pass/Fail

Category	Pass	Fail
Experience		
Financial Condition		
Demonstration of Additional Qualifications		

Enclosure 2 – San Mateo County Proposer Scoring Sheet

San Mateo County Evaluator Scoring Sheet

Evaluator: _____

Date: _____

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

Proposal Section	Evaluator Rating					Possible Points	Total Points
	Excellent	Good	Fair	Poor	Fail		
Credentials, Experience, and Local Management Team						50	
System Requirements						50	
Ambulance Deployment						30	
Vehicle						20	
Personnel						20	
Hospital & Community						20	
Disaster						20	
Quality Performance & ePCR						50	
Dispatch						30	
Financial & Administration						40	
Additional Requirements						20	
Total						350	

Enclosure 2 – San Mateo County Proposer Scoring Sheet

Percent and Calculation of Points:

100% of (any number) is that number
75% of 50 points = 37.5 points
75% of 40 points = 30 points
75% of 30 points = 22.5 points
75% of 20 points = 15 points
50% of 50 points = 25 points
50% of 40 points = 20 points
50% of 30 points = 15 points
50% of 20 points = 10 points
25% of 50 points = 12.5 points
25% of 40 points = 10 points
25% of 30 points = 7.5 points
25% of 20 points = 5 points
0% of 0 points = 0 points

Enclosure 3 – General Terms of Contract

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of the provision of emergency ambulance services with advanced life support (ALS) ambulance transport

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[last 2 digits of start year], through [Month and day], 20[last 2 digits of end year].

5. Termination

Enclosure 3 – General Terms of Contract

This Agreement may be terminated by Contractor or by the [Title of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

Enclosure 3 – General Terms of Contract

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at

Enclosure 3 – General Terms of Contract

issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000

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(c) Professional Liability..... \$1,000,000

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

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

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Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;

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- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their

Enclosure 3 – General Terms of Contract

respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. **Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. **Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

Enclosure 3 – General Terms of Contract

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

Enclosure 3 – General Terms of Contract

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **[SERVICE PROVIDER COMPANY NAME]**

Contractor Signature

Date

Contractor Name (please print)



COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Enclosure 3 – General Terms of Contract

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Enclosure 3 – General Terms of Contract

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Enclosure 4 – Background: San Mateo County Emergency Medical Services System

I. Geography/Demographics

San Mateo County is one of nine counties that make up the San Francisco Bay Area. The County is bound on the west by the Pacific Ocean, on the east by the San Francisco Bay, to the north by San Francisco City and County, and to the south by Santa Clara and Santa Cruz Counties. It covers 552 square miles, boasts 54 miles of coastline, with 74 percent of its land in agriculture use, watershed, open space, wetlands or parks. The County is longitudinally divided by a coastal mountain range. The climate is generally mild. Rainfall can be heavy during winter months averaging 19.6 inches per year. Dense fog in coastal areas is common year- round.

There are a number of active earthquake faults in the area. Some densely-populated areas are on landfill. The area is also at risk for tsunami, mudslide, and wildfire.

Although San Mateo is geographically the third smallest County in California, it is the fourteenth most populous with 758,581 people. The coast side and mountainous zone has a low population density with the exception of the Half Moon Bay area which has a denser population and is growing. The rest of the County population density would be characterized as urban/suburban. The three largest cities are Daly City (population 104,739), San Mateo (population 101,128) and Redwood City (population 80,972). South San Francisco has a population of 66,174. The San Francisco International Airport is one of the busiest airports in the nation processing more than 47 million passengers in 2014.

The California Department of Finance projects that by 2020 San Mateo County will grow to 834,500. The County's median age is 39.3 and has an aging population with the single largest age cohort of 65 and over at 14.3 percent.

According to the most recent 2010 U.S. federal census data, San Mateo County is one of the most ethnically diverse communities in the nation: 41.1 percent of County residents are Caucasian, 25.4 percent are Hispanic, 26.9 percent Asian/Pacific Islander, 3 percent African American and 4.4 percent are other. Thirty-eight percent of the population speaks a language other than English and more than thirty languages are spoken in the County. While the majority of those who speak a language other than English are also fluent in English, the census found that about 25% are limited English proficient (LEP), which refers to those residents who speak English "not well" or "not at all". Spanish-speakers make up the majority of LEP individuals in the County followed by Chinese and Tagalog.

There is substantial industrial development on the bayside of the County. A number of information, bioscience and medical technology industries are based in the County. The largest employers are United Airlines, Oracle, Genentech, and the County of San Mateo.

Income is relatively higher in San Mateo County than the rest of California but that figure is tempered by the cost to live here. The average weekly wage in San Mateo County during the third quarter of 2014 was \$1,824, slightly less than the \$2,012 high of neighboring Santa Clara County but nearly double the national average of \$949.27 The median household income stood at \$88,202 in San Mateo County compared to the state median of \$61,094 and per capita income was \$45,732 in the County versus \$29,527 in California.

The Bay Area has large numbers of commuters and many use automobiles. San Mateo County is known to be among the most traffic-congested communities in the region, surpassing the average total daily congestion in San Francisco and Marin Counties. Most County employed residents are driving alone to

Enclosure 4 – Background: San Mateo County Emergency Medical Services System

work. In 2010, solo automobile drivers accounted for 70 percent of the County employed residents' commute trips, compared to 72 percent in 1990 and 2000. In 2010, 8 percent traveled to work by transit and 11 percent by carpool compared to 7 percent and 13 percent in 1990 and 2000 respectively.

For Additional County Information on San Mateo County please go to:

https://www.smcgov.org/sites/smcgov.org/files/documents/files/County_Profile_2015_17.pdf

II. History of San Mateo EMS

San Mateo County began its paramedic emergency ambulance service program over thirty years ago. In 1976, it was the first California county to conduct a Request for Proposal (RFP) process granting an exclusive operating area for emergency ambulance service.

The California EMS Authority has approved San Mateo County's EMS Plan including two exclusive operating areas (EOAs) for emergency ambulance service in accordance with California Health and Safety Code Section 1797.224. One EOA, awarded through grandfathering, is the jurisdiction of South San Francisco where the fire department has provided paramedic service since 1975 and therefore meets the criteria for California Health and Safety Code Section 1797.224. The other EOA, awarded through a competitive process, includes the remainder of the County. While the City of South San Francisco is the primary provider of emergency ambulance service within its jurisdiction, historically, the countywide EOA ambulance service provider and South San Francisco Fire Department have provided backup service within that jurisdiction through a Mutual Agreement.

In 2009, San Mateo County conducted its most recent emergency ambulance RFP process. As the result of that process, American Medical Response West (AMR) was awarded a five-year contract, with a provision for one five-year extension at the County's option. In October 2013, the County approved the five-year extension. The current contract is due to expire June 30, 2019.

Some of the key features of the current San Mateo County EMS system include:

- A centralized emergency medical dispatch.
- A response time performance-based contract for emergency ambulance service and for fire service paramedic first response.
- Experienced paramedic workforces of over 300 individuals employed by the emergency ambulance provider and by the fire services.
- Supportive and involved emergency department physicians and nurses
- Two air ambulance providers using helicopters.

During 2017, the EMS Agency performed a system evaluation by local stakeholders and additionally conducted a study with the University of California Berkeley – School of Public Health. The review and study assisted the EMS Agency in developing this RFP.

III. Current EMS Program Description

Dispatch

9-1-1 calls from citizens for emergency medical services are received by 15 jurisdiction's law enforcement public safety answering points (PSAPs). Once the PSAP dispatcher determines that a call is medical in nature, the caller is transferred to the San Mateo County Public Safety Dispatch Center (PSC).

Enclosure 4 – Background: San Mateo County Emergency Medical Services System

Medical calls for service may also be requested by law enforcement officers whereby their dispatch centers relay the request via microwave telephone to PSC.

PSC dispatches:

- AMR 911 ambulances
- All fire agencies in San Mateo County
- Law enforcement agencies including the Sheriff, East Palo Alto, Millbrae, Broadmoor, Daly City, San Carlos, and Half Moon Bay.

PSC is accredited by the National Academy of Emergency Medical Dispatch as a Center of Excellence. PSC continually exceeds the National Academy standards and Center of Excellence averages for EMS compliance (98%). PSC continually meets overall performance standards of 95%, when dispatching fire and EMS calls.

PSC uses the current emergency ambulance provider's system status plan to dispatch the 9-1-1 ambulances. Dispatch of ambulances is by voice via the County's radio system and also by digital pager. Times are recorded by the PSC dispatcher upon voice communication from the ambulance. AVL/GPS is utilized by the ambulance provider however the system is not CAD linked at this time.

PSC uses a PRC/Northrop Grumman CAD which was implemented in 1994. PSC installed new CAD hardware in 2007. This CAD has been highly customized. PSC's Systems Management Unit supports the CAD, CAD interfaces, intranet, voice logger, cabling and 9-1-1 telephone system (via internal resources and vendor support contracts). PSC manages a fully automated back-up center. The County is currently in the RFP process to replace the current CAD system with an off-the-shelf (COTS) Next Generation CAD system. New CAD costs are unknown at this time.

AMR currently pays the County for PSC 9-1-1 ambulance dispatch services. The annual amount paid by the ambulance contractor to the County for this service is \$996,415.15. There is a separate charge paid by the ambulance provider for CAD system maintenance, and additional charge of \$131,144.42 for Radio System maintenance. Non-emergency interfacility transports and CCT requests are not dispatched by the PSC and are the responsibility of the ambulance contractor.

Fire Service Agencies

A joint powers authority, the San Mateo Prehospital Emergency Services Medical Group (JPA), was formed in 1997. The JPA includes all fire service entities within the County with one exception the San Francisco International Airport (SFIA) Fire Department. Presently the County's contract with AMR includes paramedic first response services. An Operating Agreement between AMR and the JPA outlines the relationships between these two parties including financial obligations. The current annual amount that AMR pays the JPA for paramedic first responder services is \$4,739,669.61.

Although there are separate fire agencies in the County, the closest unit responds to medical calls without consideration of jurisdictional boundaries. PSC dispatches all fire service agencies, with the exception of the San Francisco International Airport, for both medical and fire suppression calls. The fire service has its own radio communication system. Fire apparatus are staffed with a minimum of one paramedic.

Enclosure 4 – Background: San Mateo County Emergency Medical Services System

Fire Agency/District/Zone	Current Service Level
CAL FIRE/San Mateo County/Coastside	
CAL FIRE	ALS
Coastside Fire Protection District	ALS
San Mateo County Fire Department	ALS
North Zone	
North County Fire Authority	ALS
Colma Fire Protection District	ALS
Central Zone	
Belmont Fire Protection District	ALS
Central County Fire Department	ALS
Foster City Fire Department	ALS
San Bruno Fire Department	ALS
San Mateo Fire Department	ALS
South Zone	
Menlo Park Fire Protection District	ALS
Redwood City Fire Department	ALS
San Carlos Fire Department	ALS
Woodside Fire Protection District	ALS first response and transport. Transport component is through a staffing agreement with AMR.
City of South San Francisco	
South San Francisco Fire Department	ALS first response and transport

AMR restocks the fire service with all disposable medical supplies and provides durable medical equipment for fifty-three (53) ALS First Responder Units and four (4) JPA Supervisor vehicles at no charge to the fire service.

AMR also restocks pharmaceuticals and other expendable medical supplies to the fire service agencies at no cost. Controlled substances Morphine Sulfate and Midazolam (Versed) are presently ordered through the ambulance transport provider. The County EMS Agency Medical Director acts as the DEA Registrant Practitioner for the fire services however this may change following a new agreement. In 2018 the County is projected to replace Morphine with Fentanyl.

There are four fire service EMS Supervisors who are responsible for the 24 hours, seven days a week clinical supervision and medical training of fire service personnel. The Supervisors are based in zones North, Central, South, and County Fire. These Supervisors work closely with AMR and County staff for the purposes of medical supervision, quality assurance, training, and record keeping. These Supervisors are employees of four separate fire service agencies.

Enclosure 4 – Background: San Mateo County Emergency Medical Services System

Ambulance Resources (ground and air)

Emergency ambulance service providers are limited to the City of South San Francisco and the current EOA countywide provider, AMR. Non-emergency ambulance service providers include AMR, and South San Francisco Fire Department. Several other non-emergency ambulance providers run a limited number of hospital transports within the County. Non-emergency ambulances are restricted from responding to and transporting patients with emergency conditions unless specifically directed to do so by the EMS Agency. This restriction applies to all medical response requests whether the call is made to 9-1-1 or directly to an ambulance provider.

There are several critical care interfacility transport (CCT) providers operating in the County including AMR. CCT vehicles are staffed by registered nurses and EMTs.

Two air ambulance service providers (helicopters), Lifelight and CALSTAR, regularly respond into the County for “on-scene” calls. These responses are most commonly for critically ill or injured patients in the mountainous or coastal areas where ground transport will be prolonged. Automatic dispatch is done according to geographic and nature of the call. There were 27 helicopter requests in 2017 with 5 patients transported to area hospitals.

Emergency Ambulance Service

Ambulances are staffed by a minimum of one paramedic and one EMT (who has completed an additional 40 hours of County-approved training).

AMR’s Paramedic workforce is represented by the International Association of Fire Fighters, Local 2400. The United Emergency Medical Services Workers (UEMSW) AFSCME Local 4911, represent the Emergency Medical Technicians and Vehicle Support Technicians. The Machinists Automotive Trades, District Lodge 190 represents AMR’s mechanics.

The contract is performance-based with financial penalties levied for calls not meeting the response time standard as well as “lump-sum” fines determined by monthly compliance to the response time standard. There are currently five response time compliance zones.

Information on recent response time compliance, number of transports, patient fees, and collection rate follows:

Enclosure 4 – Background: San Mateo County Emergency Medical Services System

2016 and 2017 Response Time Compliance

2017 Response Time Compliance

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Overall Compliance
January	93.0%	93.6%	92.0%	92.0%	91.1%	92.8%
February	92.9%	95.9%	94.0%	93.2%	93.5%	94.3%
March	93.2%	94.6%	93.2%	91.3%	90.5%	92.1%
April	91.2%	95.1%	94.5%	90.0%	91.0%	93.0%
May	91.7%	92.9%	92.6%	90.6%	92.3%	92.1%
June	91.5%	93.4%	91.1%	93.7%	93.6%	92.5%
July	93.6%	94.9%	93.5%	93.6%	91.5%	93.9%
August	92.9%	94.4%	93.8%	90.2%	90.6%	93.1%
September	93.0%	95.1%	94.2%	91.6%	92.4%	93.7%
October	92.2%	94.1%	93.7%	91.9%	90.7%	93.0%
November	94.0%	93.5%	92.3%	91.4%	93.0%	93.0%
December	91.3%	93.9%	94.4%	91.2%	91.5%	93.0%

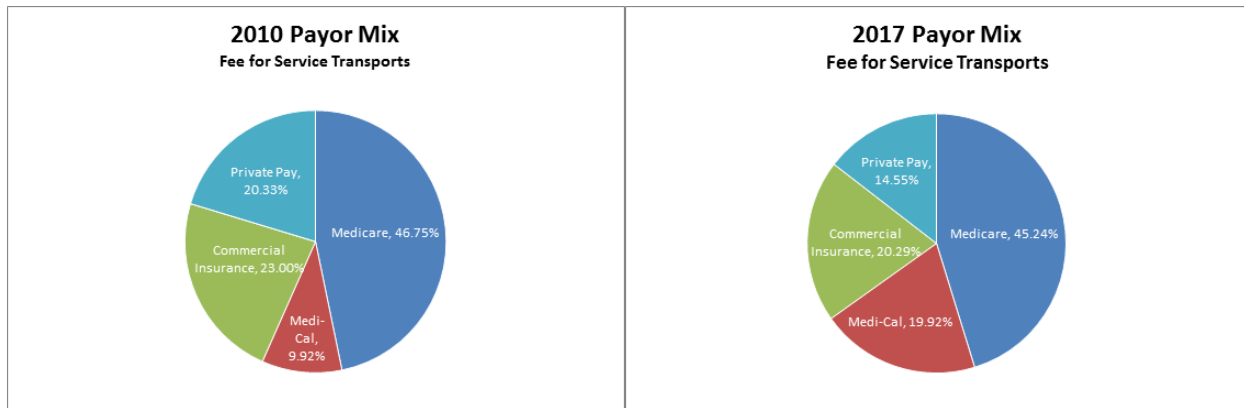
2016 Response Time Compliance

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Overall Compliance
January	92.6%	95.2%	95.8%	92.5%	90.6%	94.1%
February	92.0%	94.7%	93.3%	92.9%	91.6%	93.3%
March	94.0%	93.9%	93.5%	93.9%	93.9%	93.9%
April	93.3%	95.0%	94.2%	91.6%	93.6%	93.8%
May	94.5%	93.7%	94.3%	95.4%	92.0%	94.2%
June	93.4%	93.8%	93.8%	93.8%	93.9%	93.7%
July	93.6%	95.0%	95.2%	92.3%	93.2%	94.2%
August	92.2%	94.5%	93.0%	93.8%	92.6%	93.4%
September	93.1%	93.5%	93.7%	93.2%	91.1%	93.3%
October	93.2%	93.5%	93.7%	91.8%	92.3%	93.2%
November	93.6%	95.1%	92.5%	91.9%	90.7%	93.5%
December	92.3%	93.7%	93.2%	92.0%	95.1%	93.1%

Historical collection rates, payor mix, average charges, responses, and percent of transports

Year	Collection Rate	Avg. Charge	Responses	Transports	Trans %
FY 2012/2013	32.8%	\$2,721.98	43,239	28,072	64.92%
FY 2013/2014	32.7%	\$2,818.38	43,663	29,167	66.80%
FY 2014/2015	32.3%	\$3,107.05	46,884	31,386	66.94%
FY 2015/2016	29.5%	\$3,230.15	49,095	33,544	68.32%
FY 2016/2017	27.7%	\$3,253.59	50,722	34,451	67.92%

Enclosure 4 – Background: San Mateo County Emergency Medical Services System



Hospitals

Ten (10) hospitals routinely receive patients transported by emergency ambulance from San Mateo County. All these hospitals are designated as San Mateo County “Base Hospitals”. Paramedics use a cell phone to contact the emergency physician at the hospital receiving the patient for medical consultation as needed. Paramedics routinely provide a patient report to the receiving hospital via radio while en route to the hospital. Patients with immediately life- threatening conditions are taken to the closest facility. All other patients are taken to the hospital they choose.

Hospital	Location
Kaiser Permanente Redwood City Medical Center	Redwood City
Kaiser Permanente South San Francisco Medical Center	South San Francisco
Palo Alto Veterans Administration Hospital	Palo Alto
Mills-Peninsula Medical Center	Burlingame
Zuckerberg San Francisco General Hospital	San Francisco
San Mateo Medical Center	San Mateo
Sequoia Hospital	Redwood City
Seton Medical Center Coastside (Standby ED)	Moss Beach
Seton Medical Center	Daly City
Stanford Health Care Hospital	Palo Alto

Major trauma patients are taken to Level I trauma centers at Stanford Health Care Hospital and Zuckerberg San Francisco General Hospital, both out of county. A stroke care system was recently implemented. Patients with acute stroke symptoms with a last known well time within the last 3 hours are taken directly to a Joint Commission accredited Primary Stroke Center (Seton Medical Center, Mills-Peninsula Medical Center, Kaiser Permanente Redwood City Medical Center, Kaiser Permanente South San Francisco Medical Center, and Stanford Health Care Hospital). Patients with acute stroke symptoms with a last known well time between the past 3 hours and 7 hours will be transported to a Joint Commission accredited Comprehensive/Interventional Stroke Center (Kaiser Permanente Redwood City Medical Center and Stanford Health Care Hospital).

ST Segment Elevated Myocardial Infarctions (STEMI) are transported to the closest STEMI Receiving Center (Seton Medical Center, Mills-Peninsula Medical Center, Sequoia Hospital, Kaiser Permanente Redwood City Medical Center, Stanford Health Care Hospital).

Enclosure 4 – Background: San Mateo County Emergency Medical Services System

Seton Medical Center Coastside is a standby Emergency Room with basic emergency care available. Seton Coastside does not have in-patient services.

San Mateo Medical Center and Seton Medical Center do not have obstetrics.

The only facility in the San Mateo County EMS System that has a Pediatric Intensive Care Unit is Lucille Packard Children's Hospital affiliated with Stanford University Hospital.

Current Communications Technology

Radio

EMS dispatch/ambulance radio communications utilize a trunked radio system owned and operated by the County of San Mateo. The County of San Mateo utilizes frequencies in the 700 MHz range. The 700 MHz radio increases the interoperability within other Bay Area Counties.

The County's Information Services Department (ISD) provides the County's radio and microwave infrastructure. The system is used by PSC, emergency ambulances, fire service EMS Supervisors, and hospital emergency departments.

The fire service agencies are on a separate radio system that operates on VHF radio frequencies in the 114-179 MHz bandwidths. AMR supervisors and ambulances can access this system via separate fire channel portable radio.

All ground emergency ambulance transport vehicles, non-transporting ALS responders and PSC have two-way radios with Red (primary dispatch) channel capability. In addition, these providers have fire control channel capabilities, including CALCORD, with all ALS fire first responder agencies in the county. The ALS fire first responders utilize the fire control channels (primary, command and tactical) as well as CALCORD for both primary dispatching and vehicle-to-vehicle communication. This structure allows all emergency ambulances and fire first responders to communicate with one another. Air ambulances communicate with PSC via fire channels. In addition, these air ambulance providers have fire control channel capabilities, including CALCORD, with all ALS fire first responder agencies in the county.

Paging System

Currently the County provides paging services for the emergency ambulance service. AMR pays approximately \$2,000 per month to PSC for pagers, which includes pagers for all advanced life support response units.

These pagers are linked to the PSC CAD which can send alpha-numeric messages directly off the CAD. Ambulance dispatch information is transmitted via pager as well as audibly over the EMS radio.

Enclosure 4 – Background: San Mateo County Emergency Medical Services System

Data Systems

Electronic Patient Record Data System

An electronic patient-record software called “MEDS” was developed jointly by AMR and San Mateo County. AMR emergency ambulances and all fire first responder paramedics are currently using this system with the exception of the San Francisco International Airport paramedic first responders. The electronic patient record serves as the patient’s prehospital care record (PCR) for documentation purposes. The records are stored within a database for the purposes of quality improvement, research, and system evaluation. The PSC CAD populates a beginning patient record for the fire first responder and for the ambulance (two records for the same patient encounter).

FirstWatch

For the purposes of bioterrorism and disease surveillance the County has an ongoing contract with FirstWatch. Data from the PSC CAD is sent to a FirstWatch server at the San Mateo Health Department. Health Department staff is alerted when the anticipated number of 911 calls meeting Emergency Medical Dispatch codes (e.g., shortness of breath) exceed identified thresholds. The EOA ambulance provider will be required to provide this data program along with an EMS Agency approved on line compliance utility program at its own cost.

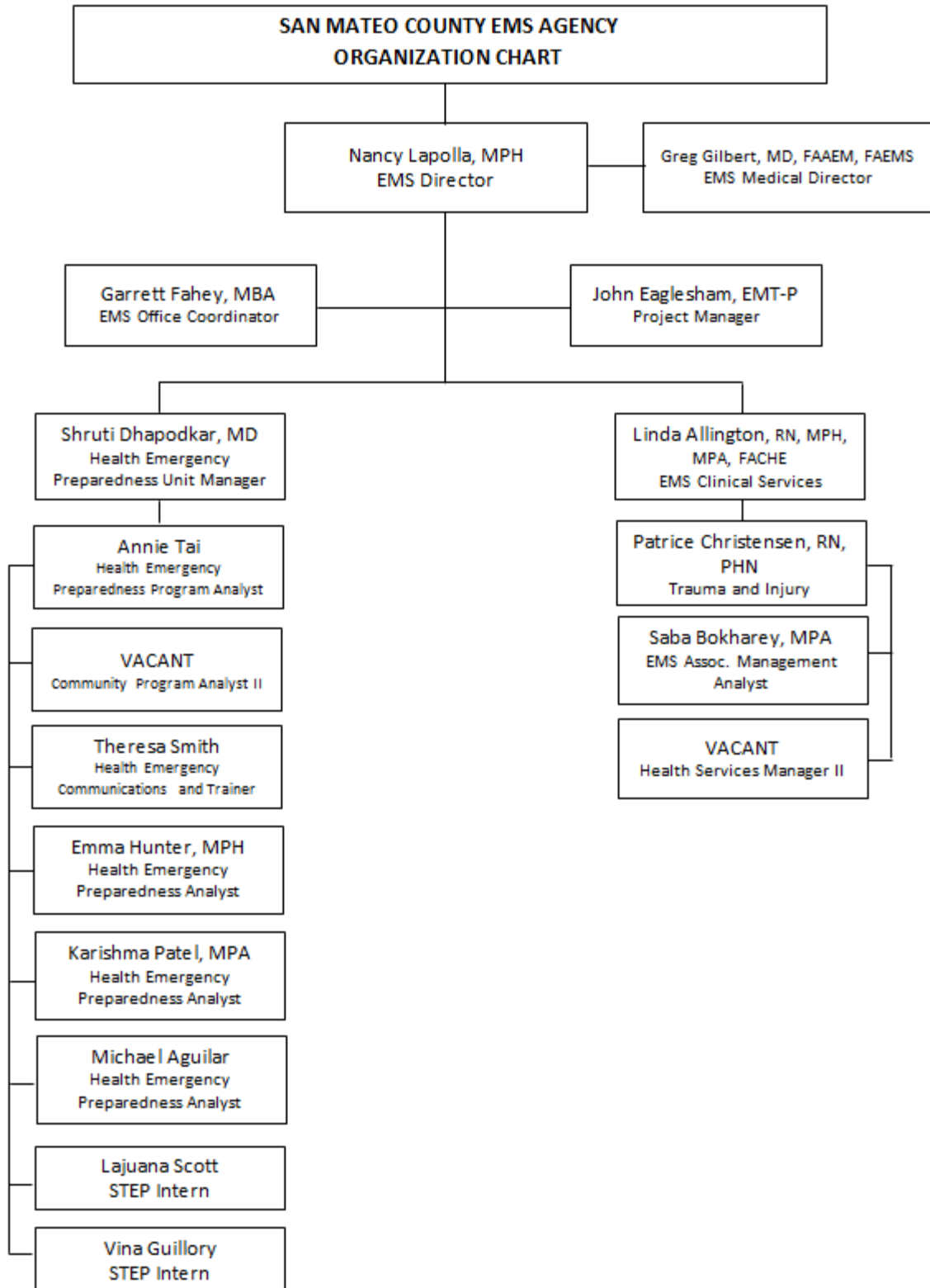
ReddiNet

The ReddiNet system is provided for by the County EMS Agency and includes Emergency Medical Communications, Hospital ED Status, MCI, Assessment Polls and Family Reunification modules utilized in San Mateo County.

EMS Agency Oversight

The San Mateo County Health Department is designated by the County as the local EMS Agency. The EMS Agency is responsible for the coordination of emergency medical services within the County of San Mateo, the 9-1-1 ambulance contract and the Emergency Preparedness Program. Below is an organizational chart of the EMS Agency.

Enclosure 4 – Background: San Mateo County Emergency Medical Services System



Enclosure 4 – Background: San Mateo County Emergency Medical Services System

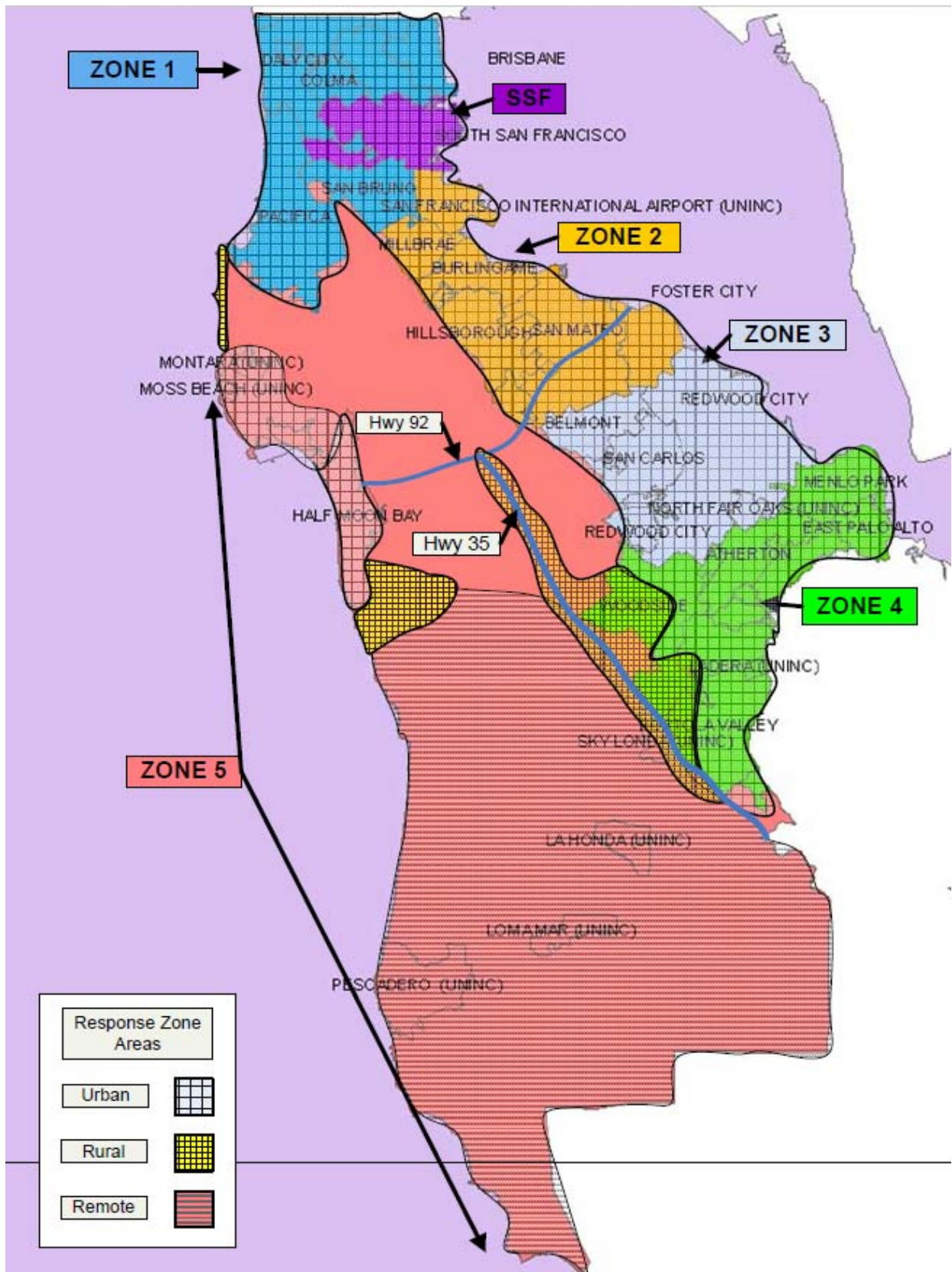
AMR currently pays \$425,484.46 in fiscal 2018/19 to the County for oversight of the contract. In addition, AMR pays the County for one-half the annual salary of its Illness Injury and Prevention Coordinator \$96,053.50. This RFP will increase those fees as stated in the Scope of Work. Below is a chart outlining this year’s current funding of the EMS system by the ambulance contractor.

FY 2018/19	Annual Fees	Avg. Monthly
Dispatch Fees	\$996,415.15	\$83,034.60
Radio System Maintenance Fees	\$131,144.42	\$10,928.70
Oversight & Monitoring Fees	\$425,484.46	\$35,457.04
Prevention Coordinator Fees	\$96,053.50	\$8,004.46
Pager Fees (Based on FY16/17 Q4)	\$24,000.00	\$2,000.00
JPA First Responder Fees	\$4,739,669.61	\$394,972.47
Total Fees	\$6,412,767.14	\$534,397.26

Enclosure 5 - Response Time Standards

Urban/Suburban -- Response to 90 percent of calls each month		
	Ambulance	First Responder
Priority 1	12:59 minutes	6:59 minutes
Priority 3	22:59 minutes	14:59 minutes
Rural – Response to 90 percent of calls each month		
	Ambulance	First Responder
Priority 1	19:59 minutes	11:59 minutes
Priority 3	59:59 minutes*	24:59 minutes
Remote – Response to 90 percent of calls each month		
	Ambulance	First Responder
Priority 1	29:59 minutes	21:59 minutes
Priority 3	59:59 minutes*	29:59 minutes

Enclosure 6 - San Mateo County Response Zone Map



Enclosure 7 - Financial Penalties

Response Time Measurement and Financial Penalties

1. Measurement of Response Time

PSC Dispatch CAD data and the online compliance utility program will be used to calculate response times. Calculation of response times shall begin at the time the following information, at a minimum, is transmitted to the vehicle crew:

- Call priority
- Exact address with map coordinates or descriptive location such as building or landmark.

A secondary voice broadcast and or a MDC transmission will generally follow the initial broadcast, and may contain the following elements:

- Chief complaint
- Pertinent patient information
- Status of first responders
- Other events occurring at the scene of the call.

In the event that no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance response time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available. The arrival on-scene shall be identified as the time that the response unit notifies the dispatch center that it is at the location where the response unit shall be parked during the incident, or GPS locator places unit on scene, or in the event that staging is necessary for personnel safety, at the time the response unit arrives at a staging area. The time of the next communication from the crew or other on-scene personnel to the dispatch center that indicates that the response unit has already arrived at the scene shall be used as the arrival on-scene time.

2. Applicable Calls

All calls that are designated as Code 3 and Code 2 are subject to the response time standards above and ensuing penalties for late response will be applied. Each incident shall be counted as a single paramedic first response and a single ambulance response regardless of the number of ambulances and other vehicles that were actually utilized. Only the first arriving paramedic first response vehicle, and the first arriving ambulance's times will be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if response time standards are exceeded at the time of cancellation or downgrade. If a call is "upgraded" again, or there is more than one priority change in a given call, then Contractor is not subject to any financial penalties for that call, provided the upgrade or second change in priority does not occur after the passage of a response time penalty threshold.

In some cases, late responses will be exempted from financial penalties and from response time compliance reports. These exemptions will be for good cause only, as reasonably determined by the EMS Agency. The burden of proof that there is good cause for the exemption shall rest with the Contractor. Contractor must file a request for each response time exemption on a monthly basis with the EMS Agency within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

Enclosure 7 - Financial Penalties

Response Time Fine Structure

Failure to meet response time standards or performance standards in the delivery of service, except as otherwise exempted, contractor shall be assessed penalties in the following amounts:

1. The structure for assessed penalties shall be:

Extended Response (per each incident)

Extended Response Time over specific zone requirement.	10-15 min over	\$500
	>16 min over	\$750

Failure to meet Calendar Month EMS Zone Response Group (per zone per month) *

89-89.99%	\$1,000
88-88.99%	\$1,500
87-87.99%	\$2,500
86-86.99%	\$4,000
85-85.99%	\$6,000
<85 %	\$8,000

Additional Penalty Assessment (per incident)

Preventable mechanical failure with patient on board ambulance (if vehicle is out of compliance with county approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.)	\$500
Failure of crew to report response times at-scene and at-scene time is not verifiable by other pre-agreed reliable means (GPS)	\$250

2. Phase-In Period (Discovery Period)

For the first three (3) months after the agreement is implemented, (beginning July 1, 2019 through September 30, 2019) response time requirements specified herein shall be enforced but the penalty assessment will be waived to allow for adjustments in system status management. For the remainder of the Agreement period, response time requirements must be met, and penalties will be assessed for non-compliance.

Upon recommendation of the EMS Agency the phase-in period may be extended to accommodate implementation of the new PSC CAD allowing adequate system status management and data acquisition.

3. Other Repercussions

If EMS Agency with recommendation of the Emergency Medical Care Committee (EMCC) or other oversight committee designated by the EMS Agency Director, determines that Contractor has failed to maintain a response compliance level described in this section, for three consecutive

Enclosure 7 - Financial Penalties

months and /or for having an extended time response as defined on all late calls more than 5% of the time without being granted any time exemptions, the County may determine that there is a breach.

4. Payments and Use of Penalty Assessment Penalties

The EMS Agency will make the final penalty determination based on this section and will inform the Contractor of the incidents and penalties incurred on a monthly basis. Contractor shall pay the EMS Agency all penalties within 45 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly on any payment made after the due date. The Contractor will pay all penalty assessments to a EMS Penalty Assessment Fund.

Penalties collected will be utilized to support public access defibrillation, prevention programs and other activities to improve the overall EMS system. Decisions regarding the use of the penalty assessment fund will be brought before the Emergency Medical Care Committee (EMCC) or other oversight committee designated by the EMS Agency Director.

Enclosure 7 - Financial Penalties

Penalty assessment example as determined by online compliance utility

PENALTY SUMMARY	
INTERVAL:	October 2019

ON-TIME COMPLIANCE					
EMS RESPONSE ZONE GROUP					
	1	2	3	4	5
CODE 3	91.20%	90.40%	88.30%	89.40%	95.20%

TYPE	PENALTY	QTY	TOTAL	PENALTY BREAKOUT	
MONTHLY COMP				PROPOSER	
89-89.99%	\$1,000.00	1	\$1,000.00	COMPLIANCE	\$2,500.00
88-88.99%	\$1,500.00	1	\$1,500.00	EXT RESPONSE	\$1,000.00
87-87.99%	\$2,500.00		\$0.00	OTHER	\$750.00
86-86.99%	\$4,000.00		\$0.00		
85-85.99%	\$6,000.00		\$0.00		
<85%	\$8,000.00		\$0.00		
EXTENDED RESP					
EXT RESP 10-15	\$500.00	2	\$1,000.00		
EXT RESP >15	\$750.00		\$0.00		
OTHER					
MECH FAILURE	\$500.00		\$0.00		
FAIL RPT ON SCENE	\$250.00	3	\$750.00	TOTAL	\$4,250.00

In this example of a monthly penalty report, showing infractions in each category of penalties.

Monthly Compliance:

In the monthly response compliance, contractor scored an on-time compliance of 89.40% in Zone #4, resulting in a \$1,000 penalty and 88.3% compliance in Zone #3. Therefore \$1,500 penalty is assessed.

Extended Response:

Contractor had one call with an extended emergency response time of 12 minutes over and one call 13 minutes over limit resulting in \$1,000 in penalties.

Other:

On three occasions this month, contractor ambulances failed to notify dispatch or indicate their arrival "on-scene" resulting in a \$750 penalty.

Penalty Breakout:

The total monthly penalties for the Contractor are shown on the right hand side and reflect the amount of payment that will be paid directly to the EMS Penalty Assessment Fund.

Enclosure 8 - Ambulance Equipment List

The EMS Agency provides the minimum equipment and supplies to be carried on ambulances on its website: <https://www.smchealth.org/sites/main/files/file-attachments/ems equip 3 supply lists 6 5 2013.pdf>

In addition, the California Highway Patrol inspects each non-government ambulance for safety and basic equipment and issues ambulance permits, and also conducts ambulance driver testing and issues ambulance driver certificates.

Enclosure 9 - Proposed Ambulance Employee Compensation and Benefits

Paramedic compensation package

Proposer

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

Hourly Wage (straight time):

Lowest			
Highest			
Median			

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

Average gross earnings per week for full-time EMT-Ps:

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

--	--

Enclosure 9 - Proposed Ambulance Employee Compensation and Benefits

EMT-I compensation package

Proposer

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

Hourly Wage (straight time):

Lowest			
Highest			
Median			

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

Average gross earnings per week for full-time EMT-Ps:

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:

<ul style="list-style-type: none"> • Stock Options • Profit sharing • Day Care Services • Career Development • Pension Plan 	
--	--

Enclosure 10 – Investigative Authorization – Individual

The undersigned, being _____ (title) for _____ (Company), which is a proposer to provide emergency and advanced life support ambulance service to the County of San Mateo, 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 San Mateo 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 San Mateo, 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 INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date

Signature

Individual Name (typed)

State of _____

County of _____

On this _____ day of _____ 2018 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 _____

Enclosure 11 - Investigative Authorization - Company

The undersigned organization, a prospective proposer to provide emergency advanced life support ambulance service for the County of San Mateo, 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 San Mateo, or its agents. The company specifically agrees that the County of San Mateo or its agents 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 San Mateo'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 one year from the date of the signature.

Enclosure 11 - Investigative Authorization - Company

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

Date

Organization

By: Signature (authorized representatives)

Name(s) (printed)

Title

State of _____

County of _____

On this _____ day of _____ 2018 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 _____

Enclosure 12 - San Mateo County AMR Emergency Ambulance Rates as of July 1, 2017

Schedule of Charges	July 1, 2017 - June 30, 2018	July 1, 2018 - June 30, 2019
Base Rate	\$2,499.08	\$2,574.05
Per Mile	\$60.41	\$62.18 Inc. \$1.50 Upgrade Fund
Night	\$227.92	\$234.76
Oxygen	\$227.92	\$234.76
12 Lead Cardiac Monitor	\$234.91	\$241.96
<u>Medical Supplies:</u>		
Glucometer Supplies	\$ 61.58	\$ 61.58
IV Intravenous Supplies	\$ 91.06	\$ 91.06
Electrodes	\$ 65.77	\$ 65.77
Universal Precautions	\$ 121.47	\$ 121.47

The current contract caps the patient charges and permits annual increase as follows:

“The Contractor shall be entitled to charge patients for the services rendered according to the patient fee schedules. Contractor is entitled to increases in patient fee schedules on an annual basis after July 1, 2020, in amounts that will provide Contractor with increases in the patient fee schedule sufficient to adjust for inflation, provided such fee increases do not exceed increases in the “Consumer Price Index All Urban Consumers San Francisco-Oakland-San Jose” (“Bay Area CPI”) cost index increases for the previous year, calculated using the formula hereinafter set forth. The user fees specified herein may be increased annually to adjust for inflation on the anniversary date of the agreement (July 1) using the Bay Area CPI.

To ensure the adjustment is in place on July 1 of each year, the parties agree to use the Bay Area CPI index for the twelve-month period ending May of each year. The Bay Area CPI index inflation rate shall be adjusted to compensate for the Contractor’s collection rate by utilizing the average of the Contractor’s collection rates, for services performed under this Agreement, identified in the most recent four (4) quarterly system statements.

Formula: Bay Area CPI index divided by the average collection rate described above equals “Net” CPI adjustment. Example: If the Bay Area CPI inflation rate increases 2%, and Contractor’s average collection rate is 50%, the Net CPI inflation rate adjustment shall equal 4%. “

Enclosure 13 - Proposed Ambulance Rates

Proposer	
----------	--

Proposed ambulance rates

Base Rate	
Night charge	
Oxygen	
Mileage	

Attach a list of any other specific charges proposed.

Medicare

Do you accept Medicare assignment? _____ Yes _____ No

Definition: Reference: HCFA – 460 form

Medicare Participating Physician or Supplier Agreement

Meaning of Assignment - For purposes of this proposal, accepting assignment of the Medicare Part B payment means requesting direct Part B payment from the Medicare program. Under an assignment, the approved charge, determined by the Medicare carrier, shall be the full charge for the service covered under Part B. The participant shall not collect from the beneficiary or other person or organization for covered services more than the applicable deductible and coinsurance.

_____ Date

_____ Responding organization

_____ By: Signature (authorized representative)

_____ Name (printed)

_____ Title

Enclosure 13 - Proposed Ambulance Rates

Charge scenarios

Proposer	
----------	--

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

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

Total	\$
Base rate	\$
Emergency response	\$
Night charge	\$
12 miles transport	\$
Oxygen	\$
Oxygen administration equipment	\$
I.V. administration equipment	\$
Cardiac monitor	\$
Nitroglycerin gr. 1/150 s.l.	\$
Morphine Sulfate 4 mg. I.V.	\$
Aspirin	\$
	\$
	\$
	\$
	\$
	\$

Enclosure 14: Proposed Operating and Start-Up Budget

Proposer: _____

	<i>Start-Up</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
REVENUES				
Private payments				
Medicare				
Other third party payments				
Other (describe)				
Total Revenues				
EXPENSES				
<i>Personnel</i>				
Paramedic wages				
Paramedic benefits				
EMT wages				
EMT benefits				
Other personnel wages				
Other personnel benefits				
Other (describe)				
Subtotal personnel				
<i>Vehicles</i>				
Fuel				
Repairs & maintenance				
Equipment lease				
Other (describe)				
Subtotal vehicles				
<i>Medical equipment & supplies</i>				
Supplies				
Equipment lease				
Repairs & maintenance				
Other (describe)				
Subtotal medical equipment & supplies				
Total Expenses				
NET INCOME (LOSS)				

Enclosure 14: Proposed Operating and Start-Up Budget

Basis for Revenue Projections

	<i>Annual # of Transports</i>	<i>%</i>	<i>Average Payment per Transport</i>	<i>Annual Revenue</i>
Source of Payment:				
Private				
Medi-Cal				
Medicare				
Other (describe)				
No payment				
Total		100%		

RESOLUTION NO. 074312

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING AN AGREEMENT WITH AMERICAN MEDICAL
RESPONSE WEST FOR ASSESSMENT AND TRANSPORT OF PERSONS WITH
BEHAVIORAL EMERGENCIES AND PRESCHEDULED TRANSPORT OF
BEHAVIORAL HEALTH AND RECOVERY SERVICES CLIENTS FOR THE TERM OF
JULY 1, 2015 THROUGH JUNE 30, 2018, IN AN AMOUNT NOT TO EXCEED
\$1,230,216**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby American Medical Response West shall provide assessment and transportation for mental health clients for the term July 1, 2015 through June 30, 2018, for a maximum obligation of \$1,230,216; and

WHEREAS, this Board has been presented with a form of the agreement and has examined and approved it as to both form and content and desires to enter into the agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum

fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

*** * * * ***

RESOLUTION NUMBER: 074312

Regularly passed and adopted this 26th day of January 2016

AYES and in favor of said resolution:

Supervisors: DAVE PINE

 CAROLE GROOM

 DON HORSLEY

 WARREN SLOCUM

 ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors: NONE

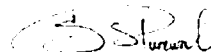
Absent Supervisors: NONE



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Deputy Clerk of the Board of Supervisors

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
AMERICAN MEDICAL RESPONSE, WEST - SMART PROGRAM**

This Agreement is entered into this 26 day of January, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and AMERICAN MEDICAL RESPONSE, WEST – SMART PROGRAM, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing the professional services hereinafter described for the San Mateo County Health System, Behavioral Health and Recovery Services Division.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit E—Fingerprinting Certification

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION TWO HUNDRED THIRTY THOUSAND TWO HUNDRED SIXTEEN DOLLARS (\$1,230,216). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
AMERICAN MEDICAL RESPONSE, WEST - SMART PROGRAM**

This Agreement is entered into this ____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and AMERICAN MEDICAL RESPONSE, WEST – SMART PROGRAM, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing the professional services hereinafter described for the San Mateo County Health System, Behavioral Health and Recovery Services Division.

Now, therefore, it is agreed by the parties to this Agreement as follows:

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- Exhibit E—Fingerprinting Certification

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION TWO HUNDRED THIRTY THOUSAND TWO HUNDRED SIXTEEN DOLLARS (\$1,230,216). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2018.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Chief of the Health System, or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- Comprehensive General Liability... \$1,000,000
- Motor Vehicle Liability Insurance... \$1,000,000
- Professional Liability..... \$1,000,000

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

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

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the

basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the BHRS the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include

reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight

delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Pernille Gutschick
Address: 1950 Alameda de Las Pulgas, San Mateo, CA 94403
Telephone: 650-372-8586

In the case of Contractor, to:

Name/Title: Regional Director, AMR-SMART Program
Address: 1510 Rollins Road. Burlingame, CA 94010
Telephone: 650-235-1242

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

Resolution # 074312

By: 

President, Board of Supervisors, San Mateo County

Date: January 26, 2016

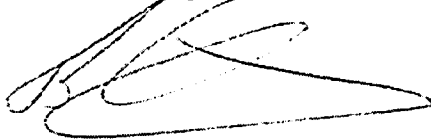
ATTEST:

By: 

Clerk of Said Board

AMERICAN MEDICAL RESPONSE, WEST – SMART PROGRAM

Contractor's Signature



Brad White
Regional Director

Date: 12-23-15

(April 1, 2015 CCC issued contract template version)

**EXHIBIT A SERVICES
AMERICAN MEDICAL RESPONSE, WEST – SMART PROGRAM
FY 2015 - 2018**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. INTRODUCTION

Contractor shall provide services through the San Mateo County Mental Health Assessment and Referral Team (SMART) program. The program shall be conducted in accordance with SMART Program protocols agreed upon by County and Contractor. Contractor shall also provide court and interfacility transport services for Behavioral Health and Recovery Services (BHRS) clients and conserved persons for purposes of court hearings and trials.

II. SMART - OUTREACH AND REFERRAL

A. General Description of Services

Contractor shall provide Medi-Cal Outreach and Referral in Crisis Situations for Non-Open Cases that support Medi-Cal eligible and potentially eligible clients to gain access to mental health services and other Medi-Cal covered services that improve their well-being and health outcomes.

Non-Open Cases shall be defined as clients who are not currently receiving Short-Doyle Medi-Cal services within the County. Contractor shall determine Non-Open case status through restricted access to the San Mateo County Behavioral Health & Recovery Services client Protected Health Information (PHI) AVATAR, as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For open cases, Contractor will notify the provider of record for care coordination per protocol provided by County.

Activities will include:

1. **Medi-Cal Outreach–Discounted:** Informing Medi-Cal eligible or potentially eligible clients about the need for and availability of Medi-Cal and non-Medi-Cal mental health services; referring persons to other Medi-Cal covered services; training related to Medi-Cal Outreach.
2. **Referral in Crisis Situations for Non-Open Cases – Discounted:** Intervening in a crisis situation for Non-Open Cases by referring to

mental health services.

These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement.

B. Detailed Service Categories, Standards, and Requirements

1. The purposes of the SMART services are to provide immediate Medi-Cal outreach and referral in crisis situations for Medi-Cal eligible or potentially eligible clients with behavioral emergencies in field settings.
 - a. Outreach informing Medi-Cal eligible or potentially Medi-Cal eligible or potentially eligible clients about Medi-Cal covered services, including Short-Doyle Medi-Cal services; assisting at-risk Medi-Cal or potentially Medi-Cal eligible clients to understand the need for Medi-Cal and non-Medi-Cal mental health services; actively encouraging reluctant and difficult Medi-Cal eligible or potentially Medi-Cal eligible clients to accept needed Medi-Cal and non-Medi-Cal mental health and health services; informing at-risk populations about the need for and availability of Medi-Cal and non-Medi-Cal mental health services; and training related to Medi-Cal Outreach and
 - b. Referral in Crisis Situations for all clients (open cases) or potential clients and Non-Open Cases Intervening in a crisis situation by referring Non-Open Cases to Medi-Cal and non-Medi-Cal mental health services; and training related to Referrals in Crisis Situations for Non-Open Cases.
2. County shall provide initial and annual training to Contractors personnel to meet the requirements of Sections A and B of this Agreement. Contractor shall provide countywide outreach and referral in crisis situations for all clients (open cases) and non-open Cases to Medi-Cal eligible and potentially eligible clients as described herein throughout the term of this Agreement through two (2) dedicated SMART units staffed with one (1) qualified SMART paramedic each from July 1, 2015 through June 30, 2018. The units will be scheduled during days and times mutually agreed upon by Contractor and County. The service shall be according to the specifications set forth in this Agreement and according to standards, policies, and procedures established by the County.

3. Contractor's SMART unit will respond to Medi-Cal eligible clients or potentially Medi-Cal eligible clients in a crisis situation presenting with behavioral emergencies as defined by the County approved policies.
4. The Contractor shall provide data collection and reporting functions according to specifications set forth within this Agreement.
5. Contractor agrees that Contractor's employees and/or its subcontractors have complied with all applicable State laws governing criminal background clearance for paramedics working on the SMART units.
6. Through Public Safety Communications, Contractor will notify both Emergency Medical Services (EMS) and Behavioral Health and Recovery Services (BHRS) if either SMART vehicle is unavailable for the day, in accordance with County procedures.

C. Personnel

1. The SMART program services will be provided by a California licensed paramedic who meets qualifications approved by County including completion of a County-approved training program.
2. The SMART paramedic will follow County protocols, procedures, and policies related to client services including assessments, 5150 placement, patient management, consultation with County staff, and transport.
3. The SMART paramedic will complete written and/or electronic documentation of all Medi-Cal eligible or potentially Medi-Cal eligible patient contacts under this Agreement in accordance with County, State, and Federal policies and procedures and electronically forward to the County designated SMART clinician or designee at the end of every shift.
4. On an annual basis, AMR will offer CIT/SMART training to a minimum of three qualified paramedics. On an annual basis, County will offer CIT/SMART training to a minimum of three qualified Paramedics of Contractor.
5. County and Contractor agree that Paramedics working both 9-1-1 ambulances and SMART units must maintain skills proficiency in both areas of service. To the extent possible Contractor shall implement the following practices for SMART Paramedics;

- a. Paramedics who have completed SMART training must maintain at a minimum one shift on a SMART unit per month to maintain qualification as a SMART paramedic if open shifts are available.
- b. Paramedics working on the SMART unit must maintain at a minimum one shift per month on an ALS ambulance to maintain qualification as a SMART paramedic if open shifts are available.

Contractor shall develop policy for a and b above. County shall develop policy for SMART status reinstatement.

D. Vehicle and Equipment

1. Contractor will provide services for the SMART program using a non-ambulance vehicle that has a caged-in rear seat and with the rear door locks controlled only by the paramedic.
2. Contractor will maintain SMART program vehicles using the same standards for vehicle maintenance that are used for Contractor's ambulances performing services under Contractor's Agreement with County for Countywide Advanced Life Support First Response and Emergency Ambulance Service.
3. Contractor will remove SMART vehicles from primary service under this Agreement at 195,000 miles and will remove them completely from service under this Agreement at 250,000 miles unless otherwise approved by the County.
4. SMART vehicle colors, lettering and signage must be approved by County.
5. The SMART vehicle shall be equipped with basic and advanced life support equipment and supplies in accordance with County policy developed specifically for the SMART program.
6. Backup Plan When SMART Unit is Unavailable.

In the event that the SMART Unit is unavailable to respond to the dispatch request by County, as an example; due to multiple simultaneous behavioral crisis calls, Contractor will respond with a 911 system ambulance to include Contractor's surge ambulances. Contractor shall be entitled to charge for ambulance services as described in the Agreement for Countywide Emergency Ambulance Services. Contractor and County further agree that ambulance responses through County Public Safety Communication (PSC)

designated 252ALS will be handled as follows: if Contractor's internal billing practices do not result in full payment, Contractor shall fully discount the billing or remaining balance, and shall not send to an outside collection agency.

E. SMART Response Time Measurement

Contractor will measure response times from the time of dispatch by Public Safety Communication (PSC) until the time that the SMART vehicle notifies PSC by radio (or other reliable method) that it is fully stopped at the location where the vehicle shall be parked during the incident, or in the event that staging is necessary for personnel safety, at the time the vehicle arrives at the staging area. In all incidents where the SMART paramedic fails to report their arrival on scene, the time of the next communication from the paramedic or other on-scene personnel to the dispatch center that indicates that the SMART vehicle has arrived at the scene shall be used as the arrival on scene time unless on scene time is validated by Computer Aid Dispatch (CAD), or Mobil Data Terminal (MDT) time stamp, radio communication recording, or Automatic Vehicle Locator (AVL) play back. PSC will facilitate Contractor remote access to radio communication recordings if necessary to validate on scene time.

F. Response Time Goals

1. Response times shall be in whole minutes with seconds. The response time goal is an average of twenty-five (25) minutes.
2. Contractor will provide a monthly summary of the response time compliance by the SMART unit, 252SMT and 252ALS call and response times to BHRS and EMS for response time. If response time falls below the goal, upon request of the County, Contractor will meet to discuss measures for performance improvement.

III. COURT & INTERFACILITY TRANSPORT

A. General Description of Services

1. The Contractor shall provide prescheduled ambulance transportation of BHRS clients and conserved persons for the purposes of court hearings, evaluations and trials.
2. Upon County's request and as noted below the Contractor shall provide data collection and reporting functions according to specifications set forth within this Agreement.

3. Contractor agrees that Contractor's employees and/or its subcontractors have complied with all applicable State of California Emergency Medical Services laws governing criminal background clearance.

B. Detailed Service Categories, Standards, and Requirements

1. Prescheduled Ambulance Transportation of Mental Health Patients for the Purposes of Court Hearing's, Evaluation or Trials.

- a. Applicable Transports

Applicable transports are defined as a client requiring recumbent transport on a gurney due to their physical condition or requiring restraints and the client is not capable of being transported by other means such as but not limited to; a para-transit wheelchair or ambulatory conveyance vehicle. These transports shall be for the purposes of court hearings, evaluations, or trials. The transports shall be primarily between board and care facilities, acute care psychiatric facilities, and state hospitals to court facilities.

- b. Personnel

Contractor shall staff each ambulance, at a minimum; with two California certified EMT-1's.

- c. Attendance Requirement Until Assignment Completion

Contractor's attendance shall be required continuously with the patient until the assignment is completed in accordance with procedures developed jointly by County and Contractor.

- d. Patient Record

A patient record, according to the specifications of the County, shall be completed for each patient transport. A copy of the patient record shall be retained on file by Contractor.

- e. Availability

Contractor shall provide these transportation services every day that court is in session.

- f. Vehicle and Equipment

- i. Contractor may utilize its non-911 system ambulances to include surge units.
 - ii. Vehicles shall be equipped with radio communications and cellular phones.
- g. Response Time Goals

i. Request for transport

Contractor shall make a good faith effort to meet response time requirements. County and Contractor shall work cooperatively to implement appropriate utilization controls. Requests for transport shall be made by staff from the Conservatorship Investigation Office, the Division of Aging and Adult Services, County Counsel's Office, or Psychiatric Emergency Services. Transports shall be scheduled at least twenty-four (24) hours in advance. Contractor must arrive on time for court appearances. On time means that the patient will arrive at least fifteen (15) minutes before the set court time.

ii. Performance Measure

It is the County's expectation that court appearances shall be made on time and as scheduled. There shall be a monthly report made by Contractor to the BHRS documenting the total number of scheduled transports, cancelations by any County entity, late arrivals by Contractor or any incident in which the client does not arrive in court due solely to the actions of the Contractor.

2. Inter-facility transport of Mental Health Clients

a. Applicable Transports

Contractor shall be the County's primary provider and have first right of refusal for inter-facility transport of mental health clients. Applicable transports are defined as County Mental Health client requiring non-emergency recumbent transport at the Basic Life Support Level (BLS) on a gurney due to their physical/medical condition and/or requiring restraints, and the client is not capable of being transported by other means such as, but not limited to, a para-transit wheelchair or ambulatory conveyance vehicle.

Contractor shall transport such clients between various in-county and out-of-county facilities. Applicable interfacility transports include, but are not limited to, the transport of a patient from a San Mateo County Receiving Hospital to San Mateo Medical Center, from San Mateo Medical Center and other facilities such as, but not limited to, Cordilleras Mental Health Center, Napa State Hospital, Atascadero State Hospital and other out-of-county destinations, such as board and care facilities. The County recognizes that some California counties currently identify a contracted ambulance provider who holds exclusive patient transport rights within an established exclusive operating area as specified in Health and Safety Code, Division 2.5. Emergency Medical Services Section 1797.224. In this event, Contractor, at the request of the County, will carry out the return transportation of these patients. Contractor will coordinate the transportation and the County will accept financial responsibility for the alternative provider's transportation charges.

b. Personnel

Contractor shall staff each ambulance, at a minimum, with two California certified EMT-1's.

c. Vehicles

Contractor may utilize its non-911 system ambulances to include surge units.

d. Responses Time Goals

i. Scheduling

Expected Transport Distance	Advanced Scheduling Required
Up to 250 miles	24 hours
Greater than 250 miles	48 hours

ii. Contractor shall make a good faith effort to meet response time goals. County and Contractor shall work cooperatively to implement appropriate utilization controls. If the transport has been prescheduled as described above Contractor's ambulance shall arrive within 15 minutes of the prescheduled time. If the transport has not been prescheduled as specified above the Contractor's ambulance shall arrive within 3 hours of the requested time.

iii. Performance Measure

It is the County's expectation that scheduled inter-facility transports be made in a timely manner. If response times are not meeting the need of the County, upon request of the County, Contractor will meet to discuss performance improvement.

e. Patient Medical Record

A patient medical record, according to the specifications of the County, shall be completed for each patient and retained on file by Contractor in accordance with applicable patient medical retention laws.

3. Procedure for Prescheduled Transportation of Mental Health Patients and Conserved Persons for Purposes of Court Hearings, Evaluations, and Trials

These clients require Non-Emergency Ambulance Transportation on a gurney at the Basic Life Support level (BLS), and may require restraints.

a. Scheduling Transportation

County's Conservatorship Investigation Office, the Division of Aging and Adult Services, County Counsel's Office, or Psychiatric Emergency Services will contact the Contractor's dispatch center to schedule the appointment at least twenty-four hours (24) in advance.

b. Canceling Appointment

- i. Specified Aging & Adult Services or Behavioral Health and Recovery Services staff may cancel the appointment by notifying the Contractor's dispatch center.
- ii. County Counsel, may cancel the appointment by notifying the Contractor's dispatch center.
- iii. If the client refuses to go to the court appearance when the Contractor's crew attempts to have the client board the transport vehicle, the Contractor's crew will notify the Contractor's dispatch center and the Contractor's dispatch

center will immediately notify County Counsel.

c. Attendance

The Contractor's personnel will be responsible for attending the client from the time the client leaves the care facility through the time the client is returned to the care facility.

- d. A Contractor's crew member will keep the client under his/her observation at all times and will remain within 10 feet of the client unless this is not possible during the time the client is in the courtroom.
- e. A Contractor's crew member will be in the courtroom during the client's hearing.
- f. A Contractor's crew member will accompany to the restroom if needed to ensure that elopement does not occur.
- g. If client is restrained on a gurney, the only person who can permit the client to be unrestrained and off gurney will be the client's attorney.
- h. In the event that the client attempts to elope, one AMR crew will attempt to stay with the client and the other crew member will immediately notify County security.

IV. QUALITY IMPROVEMENT PLAN

- A. All activities shall be provided in compliance with the HIPAA.
- B. All activities shall be provided in compliance with Medi-Cal Administrative Claiming requirements and conform to the Medi-Cal Administrative Activity Requirements as described in this Exhibit A.
- C. Contractor and County will jointly develop a quality improvement plan. Such plan may be updated at least annually and will include, but not be limited to, a review of both Medi-Cal outreach and referral of crisis aspects of the SMART program, health record sharing for open and Non-Open Cases, and HIPAA standards.
- D. Contractor shall ensure that its staff, including SMART paramedics, actively participates in SMART quality improvement activities.
- E. SMART paramedics shall participate in training provided and/or sponsored

by County BHRS related to services provided through this Agreement. Training topics may include, but not be limited to HIPAA compliance, confidentiality, and how to access services provided by San Mateo County Behavioral Health and Recovery Services. Trainings shall be scheduled at such times that are mutually agreeable to Contractor and County.

End of Exhibit A.

**EXHIBIT B PAYMENTS AND RATES
AMERICAN MEDICAL RESPONSE – SMART PROGRAM
FY 2015 - 2018**

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3, Payments of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed ONE MILLION TWO HUNDRED THIRTY THOUSAND TWO HUNDRED SIXTEEN DOLLARS (\$1,230,216).

1. Payments and Rates for SMART

The maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION TWO HUNDRED FIFTEEN THOUSAND TWO HUNDRED SIXTEEN DOLLARS (\$1,215,216).

a. July 1, 2015 through June 30, 2016

County will pay the Contractor an amount not to exceed THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS (\$33,756) per month within 30 days of receipt of an approved invoice that will include a listing of all responses and transports performed under "Exhibit A" for services performed by the SMART units.

The parties understand and agree that there may be circumstances beyond the control of Contractor impacting the ability to provide continuous staffing and service. In the event Contractor is unable to regularly staff eighty-four (84) unit hours per week, measured on a monthly basis ninety percent (90%) of the time, County may exercise the right to change the flat monthly fee paid to Contractor to an hourly rate of NINETY DOLLARS AND TWENTY-THREE CENTS (\$90.23) multiplied by the actual hours staffed and in service.

The maximum amount that County shall be obligated to pay for SMART services provided under this Agreement shall not exceed FOUR HUNDRED FIVE THOUSAND SEVENTY-TWO DOLLARS (\$405,072) for FY 2015-2016.

b. July 1, 2016 through June 30, 2017

County will pay the Contractor an amount not to exceed THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS (\$33,756) per month within 30 days of receipt of an approved invoice that will include a listing of all responses and transports performed under "Exhibit A" for services performed by the SMART Units.

The parties understand and agree that there may be circumstances beyond the control of Contractor impacting the ability to provide continuous staffing and service. In the event Contractor is unable to regularly staff eighty-four (84) unit hours per week, measured on a monthly basis ninety percent (90%) of the time, County may exercise the right to change the flat monthly fee paid to Contractor to an hourly rate of NINETY DOLLARS AND TWENTY-THREE CENTS (\$90.23) multiplied by the actual hours staffed and in service.

The maximum amount that County shall be obligated to pay for SMART services provided under this Agreement shall not exceed FOUR HUNDRED FIVE THOUSAND SEVENTY-TWO DOLLARS (\$405,072) for FY 2016-2017.

c. July 1, 2017 through June 30, 2018

County will pay the Contractor an amount not to exceed THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS (\$33,756) per month within 30 days of receipt of an approved invoice that will include a listing of all responses and transports performed under "Exhibit A" for services performed by the SMART Units.

The parties understand and agree that there may be circumstances beyond the control of Contractor impacting the ability to provide continuous staffing and service. In the event Contractor is unable to regularly staff eighty-four (84) unit hours per week, measured on a monthly basis ninety percent (90%) of the time, County may exercise the right to change the flat monthly fee paid to Contractor to an hourly rate of NINETY DOLLARS AND TWENTY-THREE CENTS (\$90.23) multiplied by the actual hours staffed and in service.

The maximum amount that County shall be obligated to pay for SMART services provided under this Agreement shall not exceed FOUR HUNDRED FIVE THOUSAND SEVENTY-TWO DOLLARS (\$405,072) for FY 2016-2017.

2. Payments and Rates for Court & Inter-facility Transport

In consideration of the services provided by Contractor of Exhibit A.III., County shall pay Contractor based on the following fee schedule:

- a. County shall pay Contractor a maximum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) for Prescheduled Ambulance Transportation of Mental Health Patients for the Purposes of Court Hearings, Evaluations, or Trials services rendered in accordance with Exhibit A as follows:

For the period of July 1, 2015 through June 30, 2018, County will pay the contractor \$342.66 per round trip court call within 30 days of receipt of an approved invoice that will include a listing of all court responses and transports performed under Exhibit A. The round trip rate shall not fall below State of California Medi-Cal allowable fees and shall be adjusted if said occurs.

- b. Patient Billing Inter-facility Mental Health Clients

Contractor may bill its usual and customary fees for the transport of inter-facility mental health clients under Exhibit B, except where prohibited by law, e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy or County ACE Program criteria. Contractor and County further agree that at the time of transport request, County will notify Contractor's dispatch center that the requested inter-facility transport is a "designated Mental Health, San Mateo County Client." If Contractor's internal billing practices do not result in full payment, Contractor shall fully discount the billing or remaining balance and shall not send to an outside collection agency.

- B. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3, Payments of this Agreement.
- C. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- D. In the event this Agreement is terminated prior to June 30, 2018 Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- E. Monthly Invoices and Payment
 - 1. Contractor shall bill County on or before the twentieth (20th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.
 - a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

2. Payment by County to Contractor shall be monthly. Claims that are received after the twentieth (20th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

San Mateo County Health System
Behavioral Health and Recovery Services
225 37th Avenue, Third floor
San Mateo, CA 94403

F. Revenue and Performance

County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

G. Disallowances

In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County and County will not offset future payments.

H. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

End of Exhibit B

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

- a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

American Medical Response West – SMART

Name of Contractor



Signature of Authorized Official

Brad White

Name (please print)

Regional Director

Title (please print)

12-22-15

Date

SAN MATEO COUNTY
HEALTH SYSTEM

DECLARATION OF NOTICE OF CONFIDENTIALITY

As an employee, contractor, or associate of San Mateo County Health System, I agree to the following as evidenced by my signature affixed below:

I will not disclose or otherwise discuss Health System patients or clients, their conditions, treatments or status, even if they are known to me personally, with anyone, except to carry out my assigned duties associated with their proper care or treatment.

I will not release information to anyone concerning the financial, medical, or social status of Health System patients or clients which has not first been authorized according to written Health System policies, federal or state regulation, or otherwise properly ordered by legal authorities.

I will not, at any time or under any circumstances, disclose or share any Health System assigned computer system User Identification or password to anyone.

I will not tamper with any Health System computer system to gain unauthorized access to the network or information contained there.

I will take all reasonable care to prevent the unauthorized use, disclosure or availability of confidential and/or proprietary information through unattended screen displays or by mishandling of system generated output, regardless of its form.

I acknowledge that the Health System retains the right to monitor and/or review, at any time and without cause, any access to the Health System computer services for evidence of tampering or misuse, and may, at its sole discretion, suspend or terminate the Health System computer privileges pending administrative review.

I agree to adhere to policies concerning the Health System's computer services and understand that any misconduct and/or breaches of confidentiality expressly described herein may be grounds for immediate suspension of computer privileges. In addition, Health System's administrative actions, up to and including termination of employment or contract may result. Additionally, violation of any applicable civil or criminal statutes by the disclosure of confidential material or information or other misuse of the computer system will be prosecuted to the fullest extent of the law.



Employee or Contractor Signature

12-22-15

Date Signed

Brad White

Print Employee or Contractor
First Name, Middle Name, and Last Name

Supervisor Signature

Regional Director

Employee or Contractor Title

1510 Rollins Rd Burlingame CA

Location/Contract Agency 94010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 717 17th Street, Suite 1540 Denver CO 80202	CONTACT NAME: PHONE (A/C, No, Ext): 800-675-4467 FAX (A/C, No): E-MAIL: envisioncertrequest@wsandco.com ADDRESS:												
INSURER(S) AFFORDING COVERAGE													
INSURED American Medical Response West 1510 Rollins Road Burlingame, CA 94010	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Lexington Insurance Company</td> <td style="width: 20%;">NAIC # 19437</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER D : Indemnity Insurance Company of Nort</td> <td>43575</td> </tr> <tr> <td>INSURER E : ACE Fire Underwriters Insurance Com</td> <td>20702</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Lexington Insurance Company	NAIC # 19437	INSURER B : Continental Casualty Company	20443	INSURER C : ACE American Insurance Company	22667	INSURER D : Indemnity Insurance Company of Nort	43575	INSURER E : ACE Fire Underwriters Insurance Com	20702	INSURER F :	
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INSURER E : ACE Fire Underwriters Insurance Com	20702												
INSURER F :													

COVERAGES CERTIFICATE NUMBER: 1414552447 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	HAZ40320740892	3/31/2015	3/31/2016	EACH OCCURRENCE \$2,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,750,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,750,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	ISAH08853940	3/31/2015	3/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		6796605	3/31/2015	3/31/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
D E C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WLRC4814987A AOS SCFC48149881 WI WLRC48149868 AR, AZ, CA, MA WCUC48149893 OH & WA	3/31/2015 3/31/2015 3/31/2015 3/31/2015	3/31/2016 3/31/2016 3/31/2016 3/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
A	Medical Professional Liability (Claims Made)		6796605	3/31/2015	3/31/2016	EA OCC/GEN AGG 20,000,000 SIR 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*\$1,000,000 SIR APPLIES TO EXCESS WC POLICY NO. WCUC48149893
 COUNTY AND ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER San Mateo County Behavioral Health and Recovery Services. 225 37th Ave., 3rd Floor San Mateo CA 94403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Enclosure 16 – San Mateo County Living Wage Ordinance

On November 1, 2016, the Board of Supervisors of the County of San Mateo adopted an Ordinance establishing a five-year living wage pilot program for service contracts entered into by the County. All contractors and subcontractors providing services under a County contract are subject to the Living Wage Ordinance (LWO). All Full-time, part-time, temporary, and permanent employees are covered under the LWO. Contracts entered into prior to January 1, 2017, are not subject to LWO. Compliance with the LWO will be voluntary for new contracts entered into between January 1, 2017, and March 31, 2017, inclusive. Contracts entered into on or after April 1, 2017, must comply with the LWO.

Enforcement of the LWO will be accomplished through oversight by the County, which retains the right to conduct random audits; through employee grievance rights; and through the legal process, if necessary. The County will set a single point of contact for employees to report LWO non-compliance by employers.

The purpose of these requirements contributes to the Shared Vision 2025 outcomes of a Prosperous and Livable Community by setting living wage rates for County service contracts. All efforts made to comply with these requirements are greatly appreciated.

Further details on all aspects of the LWO are included in the attached LWO.

ORDINANCE NO. .

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO STATE OF CALIFORNIA

* * * * *

ORDINANCE ADDING CHAPTER 2.88 OF TITLE 2 OF THE SAN MATEO COUNTY ORDINANCE CODE ENACTING A LIVING WAGE ORDINANCE PILOT PROGRAM

The Board of Supervisors of the County of San Mateo, State of California, **ORDAINS** as follows:

SECTION 1. Chapter 2.88, “Living Wage Ordinance Pilot Program,” consisting of Sections 2.88.010 through 2.88.090 is hereby added to Title 2 of the San Mateo County Ordinance Code and shall read as follows:

2.88.010 Findings and purpose

The Board of Supervisors finds and determines:

- (a) The current Federal minimum wage is seven dollars and twenty-five cents (\$7.25) per hour, and the California minimum wage is ten dollars (\$10.00) per hour;
- (b) The San Francisco Bay Area, including San Mateo County, has a higher relative cost of living than reflected in these national and state minimum wage standards;
- (c) San Mateo County awards contracts to employers to provide services to the public and the County government;
- (d) The use of San Mateo County funds to promote a living wage will improve the quality of services to the County and the public by ensuring contractors have access to qualified employees and are able to retain qualified employees, and it will improve the quality of life for residents of the County and employees of County contractors;
- (e) A policy requiring payment of a living wage is consistent with other San Mateo County programs designed to meet the employment and economic development needs of lower-income workers;
- (f) This Board does, accordingly, find and declare a need for the Living Wage ordinance to determine the effects of a living wage requirement for contracts issued by San Mateo County.

2.88.020 Definitions

- (a) **“Contract Awarding Authority”** means the Board of Supervisors or the head of the department or agency authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- (b) **“Contractor”** means a party that enters into a Covered Contract with the County.
Contractor does not mean:
1. Government entities, including cities, counties, and state agencies.
- (c) **“County”** means the County of San Mateo.
- (d) **“Covered Contract”** means a legal agreement between the County and a Contractor for the provision of Services entered into on or after April 1, 2017.
1. Where one entity has multiple contracts with the County, only those contracts that are Covered Contracts are subject to this chapter.
 2. Legal agreements for the exclusive use of real property owned by the County, including, without limitation, any lease, concession, franchise, or easement agreement, are not Covered Contracts.
- (e) **“Covered Contract Amendment”** means the amendment of a contract on or after January 1, 2017, that:
1. Voluntarily subjects the contract to the requirements of this Chapter;
 2. Increases the contract price more than \$25,000; or
 3. Extends the contract term.
- Covered Contract Amendments are subject to the requirements of this Chapter.
- (f) **“Covered Employee”** means any employee permanently or temporarily employed by a Contractor or Subcontractor to provide Services under a Covered Contract. Covered Employee does not mean:
1. Any person providing services to earn academic credit;
 2. Any person providing uncompensated volunteer services;
 3. Any person working toward state licensure or professional accreditation sanctioned by a public entity or a recognized licensure agency;
 4. Any person working as an election day worker;
 5. Any disabled person covered by a current sub-minimum wage certificate issued to the Contractor or Subcontractor by the United States Department of Labor, or any person who would be covered by such certificate but for the fact the Contractor or Subcontractor is paying a wage equal to or higher than the minimum wage;

6. Any person employed to provide In-Home Supportive Services;
 7. The County Manager's Office shall have discretion to exclude certain additional categories of employees from the definition of Covered Employee when in the best interest of the County to do so.
- (g) **"CPI-U"** means the consumer price index for urban consumers for the San Francisco-Oakland-San Jose metropolitan statistical area, as determined by the United States Department of Labor, Bureau of Labor Statistics.
 - (h) **"Enhancement"** means a payment from the County to eligible Nonprofit Organizations that amend existing contracts to comply with the Living Wage Ordinance. An Enhancement shall be a percentage of a Covered Contractor's total contract price, as specified by this Chapter, and shall be paid annually until the contract ends or the not-to-exceed amount is amended.
 - (i) **"Living Wage"** means the wage rate specified by this chapter.
 - (j) **"Nonprofit Organization"** refers to a nonprofit corporation, duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation and (if a foreign corporation) in good standing under the laws of the State of California, which corporation has established and maintains a valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section.
 - (k) **"Reserve"** means funds maintained by the County to pay for approved Enhancement appeals.
 - (l) **"Services"** mean any professional, technical, or non-technical services specified in a legal agreement with the County. Services do not include the provision of goods, products, information technology programs and systems, chattels, or real estate.
 - (m) **"Sole Source"** means only one entity has been identified as capable of providing and willing to provide the services sought by the County.
 - (n) **"Subcontractor"** means a party, other than an Employee, that agrees to assist a Contractor in providing Services under a Covered Contract.
 - (o) **"Wage"** means a Covered Employee's hourly wage or hourly wage equivalent. For a full-time employee, hourly wage equivalent is determined by dividing two weeks of salary by eighty (80).

2.88.030 Covered Contract Requirements and Certification

Every Covered Contract or Covered Contract Amendment shall provide as follows:

- (a) Contractors and Subcontractors providing Services to the County shall pay Covered Employees no less than the Living Wage.
- (b) Failure of a Contractor or Subcontractor to comply with the foregoing requirement shall constitute a material breach of the terms of the Covered Contract.
- (c) If the Contractor or Subcontractor fails to cure such breach within thirty (30) days after receiving written notice from the County, the County shall have the right to pursue any rights or remedies available under the terms of the Covered Contract or under applicable law.
- (d) Contractor shall include a certification in the Covered Contract or Covered Contract Amendment stating Contractor and all of its Subcontractors are and will remain in full compliance with the requirements of the Living Wage ordinance. The certification shall be in substantially the following language:

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance ("LWO"), including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Program.
- (e) During the term of a Covered Contract, the Contractor or Subcontractor shall maintain documentation demonstrating every Covered Employee is being paid the Living Wage while providing Services pursuant to the Covered Contract. Such documentation must be retained for at least two (2) years following completion or termination of the Covered Contract. County representatives shall be permitted to review and make copies of such documentation at all reasonable times during performance or following completion or termination of the Covered Contract.
- (f) The County may conduct audits of Contractors and Subcontractors to ensure compliance with this Ordinance. For purposes of this Ordinance, audits shall be:
 - 1. Noticed in advance in writing and limited in scope to ascertain whether Covered Employees are paid the required Living Wage;
 - 2. Accomplished by examination of pertinent records within a reasonable period of time after such written notice; and
 - 3. Limited to one audit per Contractor or Subcontractor every year for the duration of a Covered Contract.
- (g) Contractor shall provide the County access to pertinent records after receiving a written request to do so and being provided at least five (5) business days to respond.

- (h) Contractor shall promptly notify the Contract Awarding Authority of any Subcontractors performing Services and shall certify to the Contract Awarding Authority that Subcontractors have been notified of obligations under this chapter.
- (i) Contractor shall keep itself informed of the current Living Wage and must provide written notice to Covered Employees of the current Living Wage Rate. The notice shall specify the Living Wage and state that Covered Employees have grievance rights if they believe a Contractor or Subcontractor is failing to comply with the Living Wage Ordinance. Contractors and Subcontractors must provide such notice in writing to all Covered Employees, in all languages necessary to reasonably ensure all Covered Employees receive effective written notice pursuant to Section 2.88.030. A copy of such notice must be submitted to the Contract Awarding Authority in the manner directed by the Contract Awarding Authority.
- (j) Nothing in this section shall be construed to interfere with the authority of the County to investigate any report of an alleged breach of contract.

2.88.040 Living Wage Rate

The Living Wage shall be set and adjusted according to the following schedule.

Effective Date	San Mateo County Living Wage
January 1, 2017	\$14.00
July 1, 2017	\$15.00
January 1, 2018	
July 1, 2018	\$16.00
January 1, 2019	
July 1, 2019	\$17.00
January 1, 2020	
July 1, 2020	+CPI-U
January 1, 2021	
July 1, 2021	+CPI-U

- (a) After a wage of seventeen dollars (\$17.00) per hour is reached, the Living Wage shall increase annually at the same rate as the CPI-U for San Francisco-Oakland-San Jose then in effect.
- (b) A change in Living Wage based on CPI-U shall not be negative and shall not exceed three-and-one-half percent (3.5%).

2.88.050 Exclusions and Exemptions from Covered Contracts

- (a) The term Covered Contract shall exclude:
 - 1. Contracts for “public works” as defined under California Labor Code Sections 1720 and 1720.2 and subject to the payment of prevailing wages under the California Labor Code.
 - 2. Any agreement in which the County serves only as a fiscal agent and the contract is a 100% pass-through of state or federal funds.
- (b) The Contract Awarding Authority may exempt from the requirements of this Chapter 2.88, an agreement that would otherwise be a Covered Contract, when it is in the best interest of the County to do so, including for the following reasons:
 - 1. Upon review and approval of an exemption request by the Contractor or Subcontractor. Exemption requests are to be submitted by the Contractor or Subcontractor to the Contract Awarding Authority;
 - 2. A contract amendment or award of a contract is necessary to respond to an emergency;
 - 3. The Contractor is a Sole Source;
 - 4. No contractors willing or able to comply with the Living Wage Ordinance are capable of providing services that respond to the County’s requirements;
 - 5. Compliance with the Living Wage Ordinance would be inconsistent with the terms of a grant, subvention, or agreement with a public agency; or
 - 6. The County is purchasing services through a cooperative or joint purchasing agreement.

2.88.060 Employee Remedies

- (a) This chapter shall not be construed to limit a Covered Employee’s rights to bring any legal action for violation of the Covered Employee’s rights under this chapter or any other applicable law. A Covered Employee may bring an action against a Contractor or Subcontractor in the courts of the State of California for damages caused by a Contractor’s or Subcontractor’s violation of this chapter. The Court shall award reasonable attorneys’ fees and costs to an employee who prevails in any such action.
- (b) This chapter does not authorize an award of costs, expenses, or attorney’s fees against the County.
- (c) This chapter does not confer any rights upon any party other than the Board of Supervisors or its designees to bring an action seeking the cancellation or suspension of a County contract.

- (d) Covered Employee Complaint Process: In addition to judicial remedies available to Covered Employees, individuals may submit a complaint regarding alleged violations of the Living Wage Ordinance by submitting a completed complaint form, including copies of all documents supporting the allegation, to the Purchasing and Procurement Division of the County Human Resources Department. The County shall provide complaint forms in English and Spanish.

2.88.070 Employer Retaliation Prohibited

Contractors and Subcontractors shall not discharge, reduce compensation to, or otherwise retaliate against any employee for:

- (a) Complaining to the County with regard to the Contractor's or Subcontractor's compliance or anticipated compliance with this Chapter;
- (b) Opposing any practice proscribed by this Chapter;
- (c) Participating in proceedings related to this Chapter; or
- (d) Seeking to assert or enforce any rights under this Chapter by lawful means.

2.88.080 Termination, Suspension, or Extension of the Living Wage Ordinance

- (a) The Living Wage Ordinance shall expire on December 31, 2021.
- (b) The Board of Supervisors may extend or permanently enact the Living Wage Ordinance after conducting a duly-noticed public hearing.
- (c) The Board of Supervisors may suspend the Living Wage Ordinance if it determines it is in the best interests of the County for reasons including, but not limited to, suspension by the State of California of the statewide minimum wage phase-in process.

2.88.090 Powers and duties of the County Manager

The County Manager's Office shall have the authority to:

- (a) Adopt policies and procedures to effectively implement this Chapter;
- (b) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this Chapter including but not limited to:
 - 1. Disqualification of the Contractors or Subcontractors from bidding on or being awarded a County contract for a period of up to five (5) years;
 - 2. Contractual and civil remedies, including but not limited to termination of contract.
- (c) Allow for remedial action after a finding of noncompliance, as specified by rule; and
- (d) Perform such other duties as may be required or necessary to implement the purposes of this chapter.

SECTION 2. SEVERABILITY. If any provision(s) of this ordinance is declared invalid by a court of competent jurisdiction, it is the intent of the Board of Supervisors that such invalid provision(s) be severed from the remaining provisions of the ordinance and that those remaining provisions continue in effect.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective on January 1, 2017.

* * * * *

Enclosure 17 - Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."