

# **\*\*IMPORTANT NOTICE\*\***

- A. The format of this **RFP** has been simplified.
- B. The following pages require signatures:
  - 1. Exhibit A - Bid Response Packet, [Bidder Information and Acceptance](#) must be signed by Bidder.
  - 2. Exhibit A - Bid Response Packet, [Proposal Form: Patient Charges](#) must be signed by Bidder.
  - 3. Exhibit A-3(a) - [Acceptance Form](#) must be signed by Bidder
- C. Please read [Exhibit A – Bid Response Packet](#) carefully, [Incomplete Bids Will Be Rejected.](#)
- D. Alameda County will not accept submissions or documentation after the Bid Response due date.



**Emergency Medical Services District**

1000 San Leandro Blvd, Suite 200  
San Leandro, CA 94577

Travis Kusman, MPH, EMS Director

Karl Sporer, MD, Medical Director

Main (510) 618-2050

Fax (510) 618-2099

# COUNTY OF ALAMEDA

## REQUEST FOR PROPOSAL No. EMS-901017

For

### Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization

#### NETWORKING/BIDDERS CONFERENCES

<p align="center"><b><u>Bidders Conference #1</u></b> December 6, 2017 at 2:30 pm Castro Valley Library 3600 Norbridge Avenue, Chabot Room Castro Valley, CA 94546</p>	<p align="center"><b><u>Bidders Conference #2</u></b> December 7, 2017 at 2:30 pm Behavioral Health Care Services 2000 Embarcadero Cove, Suite 400 Gail Steele/Alameda Room Oakland, CA 94606</p>
<p>Additional Information: Submission of Letter of Intent <b>and</b> attendance at one of the Bidders Conferences are <b>mandatory</b> to bid for this RFP opportunity. Free parking is available at the Castro Valley and Oakland Bidders Conferences. The Castro Valley Bidders Conference is within walking distance from the Castro Valley BART Station. Please allow enough time for entry into secure building at the Oakland location.</p>	
<p align="center"><b>For complete information regarding this project, see RFP posted at <a href="http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp">http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp</a> or contact the County representative listed below. Thank you for your interest!</b></p> <p align="center"><b>Contact Person: Kristel Acacio</b> <b>Phone Number: (510) 618-1910</b>      <b>E-mail Address: Kristel.Acacio@acgov.org</b></p>	

**DATE OF ISSUANCE**

**October 27, 2017**

**LETTER OF INTENT DUE**

**by**

**2:00 p.m. on November 15, 2017**

**RESPONSE DUE**

**by**

**2:00 p.m. on May 18, 2018**

**at**

**Alameda County Emergency Medical Services Agency**

**1000 San Leandro Blvd., Suite 200**

**San Leandro, CA 94577**



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# COUNTY OF ALAMEDA

## REQUEST FOR PROPOSAL No. EMS-901017 SPECIFICATIONS, TERMS & CONDITIONS

for

### 911 Advanced Life Support Emergency Medical Ground Ambulance Transportation Services

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### ACRONYM AND TERM GLOSSARY

<b>911 Ambulance Service</b>	911 Emergency Ground Ambulance Service, including Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization. 911 Ambulance Service does not include 7 digit medical transports, inter-facility transports, or Critical Care Transports.
<b>5150 Call</b>	Services involving an individual who has been (or will be) placed on a hold for psychiatric evaluation, including transport to a psychiatric facility in accordance with the California Code of Regulations Welfare and Institutions Code, Section 5150.
<b>ACE</b>	National Academy of Emergency Medical Dispatch Accredited Centers of Excellence. Currently there are two ACE dispatch centers in the county: ACRECC and Oakland Fire Department’s dispatch center. Both are EMS Agency-approved EMD centers.
<b>ALS</b>	Advanced Life Support (paramedic level of service)
<b>ACRECC</b>	Alameda County Regional Emergency Communications Center, accredited as a Center of Excellence by the National Academies of Emergency Dispatch, and designated by the EMS Agency to use call prioritization and pre-arrival instructions, according to the standards of MPDS.
<b>Bidder</b>	Refers to a single legally formed entity responding to this RFP.
<b>BLS</b>	Basic Life Support (EMT-basic level of service)
<b>Board</b>	County of Alameda Board of Supervisors
<b>Cal-OSHA</b>	California Occupational Safety and Health Administration
<b>CAD</b>	Computer Aided Dispatch
<b>CCMIA</b>	<a href="#">California Confidentiality of Medical Information Act</a>
<b>CEMSIS</b>	<a href="#">California EMS Information System</a>
<b>CPI</b>	Consumer Price Index for all urban consumers, San Francisco-Oakland-San Jose, combining the Medical Care and Transportation Price Indices (50% from each).
<b>CSC</b>	County Selection Committee
<b>Code 2</b>	No red lights and siren
<b>Code 3</b>	Red lights and siren
<b>Contractor</b>	When capitalized, refers to selected Bidder that is awarded the 911 Ambulance Service contract. “Contractor” is the single legally formed entity contracted by the EMS Agency to provide 911 Ambulance Service.



<b>County</b>	When capitalized, refers to the County of Alameda
<b>Days</b>	Calendar days, unless otherwise specified within this RFP.
<b>DZ</b>	Deployment Zone
<b>Echo Call</b>	Non-breathing and ineffective breathing calls as described by the Medical Priority Dispatch System (See MDPS Categories for more information).
<b>EMD</b>	Emergency Medical Dispatch
<b>EMS</b>	Emergency Medical Services
<b>EMS Agency</b>	Refers to the Alameda County EMS Agency, a division of the Health Care Services Agency and designated as the LEMSA for Alameda County.
<b>EMS Director</b>	Director of the EMS Agency
<b>EMS Medical Director</b>	Physician in the position of Medical Director of the EMS Agency
<b>EMSA</b>	Emergency Medical Services Authority of the State of California
<b>EMT/EMT-I</b>	An individual trained in all facets of basic life support according to standards prescribed by this part and who has a valid certificate issued pursuant to this part. This definition shall include, but not be limited to, EMT-I (FS) and EMT-I-A.
<b>EOA</b>	An EMS area or subarea defined by the emergency medical services plan for which a local EMS agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support. Exclusive Operating Area for 911 Ambulance Service, as designated in the County's EMS plan and approved by the State EMSA.
<b>ePCR</b>	Electronic Patient Care Record
<b>FD</b>	Fire Department
<b>Federal</b>	Refers to United States Federal Government, its departments and/or agencies
<b>First Responder Agency(ies)</b>	The fire departments within the EOA, and those in the cities of Alameda, Albany, Berkeley, and Piedmont that are under contract with the County, to provide first response to the scene of a medical emergency. For purposes of this RFP, "First Responder" does not include lifeguards or peace officers.
<b>Fractile Response Time Measurement</b>	A method of measuring ambulance response times in which all applicable response times are stacked in ascending order and the total number of calls generating response within the specified standard is calculated as a percentage of the total number of calls. For example, a 90th percentile or 90% standard is one where 90% of the applicable calls are answered within the response standard, while 10% take longer than the standard.

<b>FTE</b>	Full Time Equivalent
<b>HCSA</b>	Alameda County Health Care Services Agency
<b>HIE</b>	Health Information Exchange
<b>HIPAA</b>	<a href="#">Health Insurance Portability and Accountability Act of 1996</a> , as amended and including implementing regulations.
<b>HITECH Act</b>	<a href="#">Health Information Technology for Economic and Clinical Health (HITECH) Act</a> , as amended and including implementing regulations.
<b>KPI</b>	Key Performance Indicators
<b>Key Personnel</b>	Personnel in key leadership positions as described in this RFP directly employed by the Contractor with their primary physical location of work within Alameda County. Each Key Personnel position must be filled by a separate individual, who is fully committed to and responsible for the functions of that position, with appropriate authority to direct and oversee the Contractor's Alameda County 911 Ambulance Services. All Key Personnel are subject to prior approval by the EMS Agency.
<b>KRA</b>	Key Result Areas
<b>LEMSA</b>	The agency, department, or office having primary responsibility for administration of emergency medical services in a county and which is designated pursuant to Chapter 4 (commencing with Section 1797.200). (Added by Stats. 1980, Ch. 1260.) The Alameda County EMS Agency is the LEMSA for the County of Alameda.
<b>Measurement Category</b>	Category for measuring response time compliance, which is based on Deployment Zone, Sub-area, and Code 2 or Code 3 response requirements.
<b>Medi-Cal</b>	California's Medicaid program
<b>MHOAC</b>	Medical Health Operational Area Coordinator
<b>MPDS</b>	Medical Priority Dispatch System. The MPDS was designed to standardize and codify the operation of EMD, optimizing safe and effective patient care through call prioritization, pre-arrival instructions, and EMS system response.
<b>MPDS Categories</b>	MPDS categorizes emergency calls using an escalating scale of severity assigned to medical conditions (Determinant Coding.) In order of severity from most severe to least severe, these categories are: Echo, Delta, Charlie, Bravo and Alpha.
<b>Mutual Aid</b>	Emergency ambulance service performed for neighboring jurisdictions during periods of severe weather, multi-casualty incidents, or other events that overwhelm existing resources.

<b>NEMSIS</b>	<a href="#">National EMS Information System</a> . Contractor must commit to using the current version of NEMSIS throughout the term of the Contract. As of the date of issue of this RFP, the current version is NEMSIS 3.4.
<b>Paramedic</b>	"Emergency Medical Technician-Paramedic," "EMT-P," "paramedic" or "mobile intensive care paramedic" is an individual who is educated and trained in all elements of prehospital advanced life support; whose scope of practice to provide advanced life support is governed by Title 22, Division 9 of the California Code of Regulations; and who has a valid Paramedic certificate issued by EMSA.
<b>PCR</b>	Patient Care Record
<b>Prehospital ALS Emergency Medical Services</b>	Prehospital medical care provided to patients at the Paramedic level.
<b>Priority</b>	MPDS and acuity-based assignment of response level and mode used to allocate resources based upon incident need(s).
<b>Proposal</b>	Each Bidder's response to this RFP.
<b>Public Safety Answering Point (PSAP)</b>	A call center responsible for answering calls to an emergency telephone number for police, firefighting, and ambulance services. Trained telephone operators are also usually responsible for dispatching these emergency services.
<b>Quality Improvement (QI)</b>	A formal approach to the analysis of performance and systematic efforts to improve it. Clinical quality improvement relates to the performance of clinical skills.
<b>RDMHS</b>	Regional Disaster Medical Health Specialist
<b>Region 2</b>	Region 2 is one of six mutual aid regions established by the California Office of Emergency Services. Region 2 includes 16 coastal counties from Del Norte to Monterey, including Alameda County. Regions are described in EMSA document #218a, the California Disaster Medical Response Plan.
<b>Request for Proposal (RFP)</b>	Refers to this document and all attachments and exhibits to it, which is the County of Alameda's request for proposals by established 911 Ambulance Service providers to provide the goods and/or services being solicited. Also referred to as RFP.
<b>State</b>	The State of California, its departments and/or agencies.
<b>Sub-zone(s)</b>	Areas within each DZ that are based on population density.

**I. STATEMENT OF WORK**

**A. INTENT**

1. It is the intent of the Alameda County Emergency Medical Services Agency (“EMS Agency”) by these specifications, terms and conditions to describe the 911 emergency ground ambulance transport services (“911 Ambulance Services”) being requested by the EMS Agency. The selected Bidder will be awarded a contract for exclusive operating rights to provide 911 Ambulance Service, including Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization, and respond to all medical 911 calls within the Alameda County Exclusive Operating Area (“EOA”), as provided for in Section 1797.224 of the California Health and Safety Code. The EOA includes all geographic areas of Alameda County, except for the incorporated cities of Alameda, Albany, Berkeley, and Piedmont, where 911 ambulance services are provided through those cities’ fire departments, and Lawrence Livermore National Laboratory, which contracts with the Alameda County Fire Department for ambulance services. The selected Bidder will also respond to Mutual Aid requests and will transport patients to appropriate facilities, and provide related services as more specifically identified in this RFP.
  
2. The EMS Agency is considering several possibilities for increasing reimbursement financing for ambulance contracts under federal and state programs. Therefore at this time, to maximize efficiency and performance, and to minimize financial and operational risk to taxpayers, the EMS Agency intends to award a direct contract from the EMS Agency to a single Contractor experienced in the business management, financing, and operation of large 911 ALS Ambulance Services, operating through high performance contracts (See Bidder [Minimum Qualifications - Section C.1](#)). The selected Contractor, as defined in this RFP, may not subcontract any 911 Ambulance Services provided to the County to any other organization, 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 Contractor may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance. All services provided by the contractor shall be substantively integrated, meaning that all components of Contractor’s services shall be integrated and provided throughout the EOA, and no services shall be exclusively dedicated to areas smaller than the EOA or severable from the services provided to the entire EOA.

3. The County intends to award a five (5)-year contract to the responsible Bidder whose proposal conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered, as determined by achieving the highest score awarded by the County Selection Committee (CSC). The County may extend the contract by mutual agreement with Contractor for up to an additional five (5) years. The County also may unilaterally extend the contract an additional twenty four (24) months at any time, so long as that extension does not extend the total contract term beyond 10 years.

## B. BACKGROUND AND SCOPE

### 1. About Alameda County:

Alameda County, California, was established in 1853. The County was created from the territory of two counties created in 1850: Contra Costa and Santa Clara. It was given the local name for the region, Alameda, which translates loosely as "a grove of poplars." The County covers 738 square miles, and enjoys a varied geography ranging from urban marinas to rolling open spaces to hillside lakes and streams.



Figure 1: Alameda County

Alameda is the seventh most populous county in California, and has 14 incorporated cities and several unincorporated communities. The total population is estimated to be 1,647,704. Oakland is the seat of County government and the County's largest city. Alameda County is characterized by rich diversity and culture. Population growth has occurred with the natural net increase of births over deaths, but also from substantial immigration, and Alameda County is now one of the most ethnically diverse regions in the Bay Area and the nation.

Ambulance Service call volume in Alameda County is above average in per capita ambulance response call volume, which has increased steadily over the past five years as identified in Table 1 below.

Year	2012	2013	2014	2015	2016
Unique Events	120,798	127,253	131,263	138,018	129,855
Units Not Cancelled En Route	112,619	118,142	121,316	125,511	114,717
Transports from Scene	91,522	94,676	97,373	100,567	103,568

**Table 1:** Current Contractor Call Volume History

## 2. EMS System Challenges

In 1984, the Alameda County Board of Supervisors designated the EMS Agency as the Local Emergency Medical Services Agency (LEMSA) for the County of Alameda, as authorized by California Health & Safety Code section 1797.200. In this role, the EMS Agency has the exclusive authority over and sole responsibility for planning, implementing, and evaluating the County’s EMS System. This authority includes the power to designate a 911 Ambulance service provider selected through a competitive procurement process.

California Health and Safety Code section 1797.224 authorizes the EMS Agency to issue exclusive operating rights to an ambulance provider. Under current contract terms, the County does not pay the provider for ambulance services. Instead, ambulance services are funded entirely by fee-for-service revenue from third-party payors or clients.

Historically, this contractual arrangement between the County and private provider had shown mutual benefit, enabling the ambulance provider to generate adequate revenue from direct client service while also allowing the County to guarantee emergency medical response for residents calling 911. But new market and policy conditions have emerged, chiefly a change in payor mix and implementation of health care reform, that call into question the ability of ambulance providers to generate enough revenue to provide sustainable, high quality ambulance services. These challenges are not unique to Alameda County, and are being faced by other local governments across California and the United States.

Ambulance service financing and payor mix within the Alameda County EMS System has materially changed over the past several years. In 2008, about one-third of patients had Medi-Cal and Medicare coverage, another third had commercial insurance, and the remaining third were self-pay. By 2016, seventy

percent (70%) of patients had Medi-Cal or Medicare and thirty percent (30%) had commercial insurance or were self-pay (see Figure 2 below).

The change in payor mix, combined with a decrease in reimbursement rates by commercial insurers, has resulted in an overall decrease in per-call revenue, making it difficult to maintain the financial stability of the EMS system. In addition, over the past several years, EMS systems in California that have imposed contractually-mandated costs (e.g., subsidies, fees, or pass-through) on contracted 911 EOA ambulance providers have experienced significant financial shortfalls. These costs also greatly affect the per-call revenue that can be generated by providers.

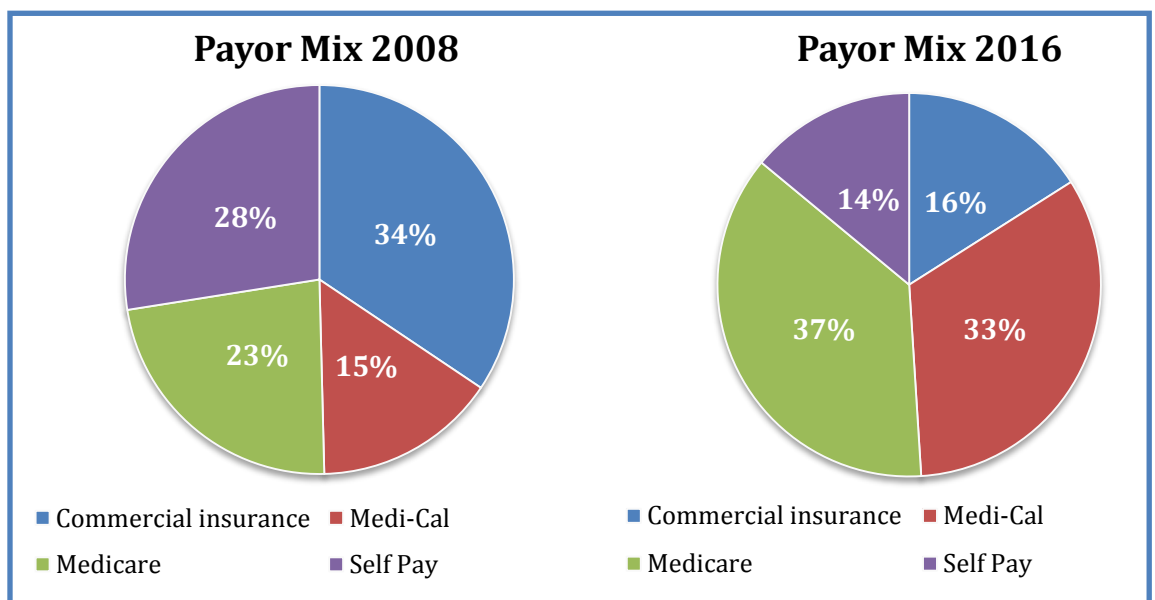


Figure 2 – Comparison of Payor Mix in 2008 and 2016

Given these conditions and trends, the EMS Agency identified a critical need to investigate and potentially enact system redesign and implement change to ensure that ambulance service provision maintains the clinical excellence, operational viability, and financial stability well into the future.

In 2015, the County engaged an EMS system consultant to help the County identify known best practices for ambulance service provision based on clinical research and evidence, and to analyze the County’s EMS System, including financial modeling and stakeholder input. As a result of this due diligence, the EMS Agency determined that rather than engage in a complete redesign of the EMS system, select key changes are necessary.

Alameda County EMS is a high-performance EMS system, and a frontrunner in implementing positive change in the field of EMS. The overall goal of the terms

and specifications of this RFP is to identify and enter into a contract with the 911 Ambulance provider that will best serve the 911 medical needs of the people of Alameda County while working collaboratively with the EMS Agency and other system participants to develop ongoing improvements in the delivery of prehospital care.

To that end, in this RFP, the EMS Agency has made several key modifications to the typical provider terms, specifications, and requirements, to strategically match emergency ambulance resources to patient needs, and improve care to patients without undue financial or operational hardship on the Contractor. These changes include, but are not limited to, the adoption of a liquidated damages structure to replace traditional fines and penalties for failing to meet standards; changes in response time requirements; changes in response configurations; and modifications supporting the strategic deployment and dispatch of ambulances.

**3. Best Practices and EMS System Elements**

There have been many changes and improvements in EMS and health care during the last decade. Alameda County EMS is among the jurisdictions that have conducted numerous evidence-based studies to determine which practices will produce the best patient outcomes. Technology has allowed EMS to improve response times and productivity and to provide data for identifying best practices that will deliver positive results.

The County desires to ensure the delivery of high quality 911 Ambulance Service within its service areas to provide for the public health and safety of residents and visitors to Alameda County. This procurement process is designed to move the EMS System, and the 911 Ambulance Service provided therein, away from the traditional mindset that “quicker is always better” and toward a new framework of “providing the right resource, to the right patient, at the right time, and at the lowest responsible cost”—a direction that is supported by clinical research and is necessary for the financial stability of the system.

In this framework, the EMS Agency provides regulatory, policy, and contract-based oversight and guidance, while also providing the selected Contractor significant discretion to manage its day-to-day operations, to optimize clinical operation and financial performance. Nevertheless, the EMS Agency also closely monitors clinical practice and operational and financial performance to assure



that the 911 Ambulance Services meet each of the County's overarching goals for the EMS System.

These goals include the Institute for Health Improvement's Triple Aim for health care:

- a. Sustain and improve the quality of clinical care the patient receives
- b. Stabilize or reduce the cost of EMS services
- c. Improve patient satisfaction.

To support achievement of these goals, the EMS Agency has identified the following six tenets for EMS System improvement:

- a. Preserving a high level of emergency medical response throughout the County
- b. Producing a system that is cost-effective while preserving a high level of response and care
- c. Designing a system that is County-wide (i.e., current Exclusive Operating Area (EOA)), allowing for consistency of service throughout all areas and jurisdictions of the County
- d. Maintaining and supporting the current and future EMS workforce
- e. Producing a system that is sustainable for the long term
- f. Maintaining the appropriate regulatory and oversight functions between the Local EMS Agency (LEMSA) and the selected Contractor.

Finally, the essential elements of this EMS System must include:

- a. Prevention and early recognition
- b. Bystander action/system access
- c. Emergency Medical Dispatch of ambulances and First Responders
- d. Telephone protocols and pre-arrival instructions
- e. First Responder ALS services
- f. Transport ambulance services (ALS and BLS)
- g. Direct (on-line) medical control
- h. Receiving facility interface
- i. Indirect (off-line) medical control

- j. Independent operational, financial, and clinical monitoring and quality improvement by the EMS Agency

## C. **BIDDER QUALIFICATIONS**

The County requires a highly qualified and experienced vendor to provide 911 Ambulance Services. An inexperienced Contractor for this Service poses a risk to health and safety that is unacceptable to the EMS Agency. Bidders must be able to provide and coordinate 911 Ambulance Service and associated systems of care to meet the needs of residents and visitors to Alameda County.

### 1. **Bidder Minimum Qualifications.**

Bidder proposals not meeting minimum qualifications will be disqualified. To qualify for evaluation by a County Selection Committee (CSC) ([Section I.F.1b](#)), a Bidder must meet the following Bidder Minimum Qualifications:

- a. Experience
  - (1) Each of the Bidder's Key Personnel (defined in [Exhibit A-1 - Section III.I.5.](#)) must have been, for the last five (5) years, continuously engaged in providing or directly overseeing provision of those Key Personnel services as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA.
  - (2) The Bidder must have existed and continuously provided Prehospital ALS Emergency Medical Services for a minimum of five (5) years in the United States.
    - (a) If the Bidder 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 (5) years in the United States.
    - (b) If the Bidder is organized as a joint power authority or joint powers agency, each public agency participating in the joint power authority or joint powers agency must have existed

and continuously provided Prehospital ALS Emergency Medical Services, for a minimum of five (5) years in the United States.

b. Financial Condition

(1) Financial Stability

Bidder 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. In the event the Bidder is an entity organized as described in [Section C.1.a.2.\(a\) or \(b\)](#), above, each partnering entity must meet this requirement and provide the documents described herein.

- (a) Provide a statement of the organization's current estimated net worth and the form of the net worth (liquid and non-liquid assets).
- (b) Provide copies of externally audited financial statements for the most recent five (5) years. If the organization is a wholly owned subsidiary of another corporation or dependent governmental entity, Bidder shall also provide externally audited financial statements for the parent corporation or governmental entity for the most recent five (5) years. If consolidated financial statements are utilized, the individual program unit's financial statements must be separately shown. Such a parent entity shall be required to guarantee the performance of the Bidder.

(2) Working Capital

Bidder shall possess sufficient working capital to support the terms of the contract, if awarded.

- (a) Provide a statement of the organization's estimated amount of working capital that will be committed to start-up costs.
- (b) 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.

- (c) Provide a statement of the amount of funding that will be dedicated to "Reserve for Contingencies".

(3) System Economics Statement

Bidder shall submit in the requested format their revenue and expense proposal ([Exhibit A - Proposal Form: Financial Bid](#)).

In the required Exhibit A Proposal Form: Financial Bid statement, which includes a required Excel file, provide a 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 Alameda County.

If the Bidder's corporate / parental structure is larger than only the provision of 911 Ambulance service for Alameda County, this statement shall include disclosing the full cost allocation of all shared overhead services charged to the Alameda 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 Alameda County.

The financial statement shall also include, 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 Alameda County.

2. **Demonstration of Additional Bidder Qualifications.** Bidders must respond to each of the following additional criteria and demonstrate their qualifications.

Bidders meeting the above Bidder Minimum Qualifications will be forwarded to a County Selection Committee (CSC) for evaluation. Each response to the following Additional Bidder Qualifications will be evaluated and scored by a CSC 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, appropriateness, and accuracy 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. Bids receiving a failing score for any of the following criteria may be disqualified from further evaluation.

a. Litigation History

Bidder shall document its litigation history. Bidder **may** be disqualified if a final judgment was issued against Bidder, any affiliated organization for breach of contract or failure to competently and adequately perform ambulance or other emergency services. For purposes of this litigation history, “affiliated organization” means any organization owned by Bidder, any organization for which Bidder is a successor entity, any organization that either merged with Bidder or divested from Bidder, or any organization which is a parent or subsidiary of Bidder.

This item may be submitted in an electronic format, such as compact disc or USB drive. The proposal must include a listing of all resolved or ongoing litigation involving the Bidder’s organization, including a narrative describing the claim or case and the resolution or status for the past five (5) years. This listing shall include litigation brought against the Bidder’s organization or affiliated organizations and any litigation initiated by the Bidder’s organization or affiliated organizations against any governmental entity or ambulance provider. The term “litigation” includes disputes resolved by mediation or arbitration.

b. Contracts in Good Standing

Bidder shall possess at least one current Prehospital ALS Emergency Medical Services contract in good standing. If Bidder holds more than one current Prehospital ALS Emergency Medical Services contract, each contract must be in good standing. Bidder **may** be disqualified if found to have a history of poor performance and /or contract terminations.

(1) Provide a statement that all existing Prehospital ALS Emergency Medical Services contracts are in good standing with no delinquent obligations, financial or otherwise. Failure to provide accurate information may lead to disqualification.

- (2) Submit a list or table of every contract the Bidder currently serves and every contract it has served in the ten years prior to submission of its proposal. Indicate:
- (a) Type and level of service provided including the population served
  - (b) The contract period
  - (c) Whether the Bidder held exclusive market rights for emergency ambulance service under the contract
  - (d) Whether the contract was competitively awarded
  - (e) The name, address, contact person and telephone number for the contract for reference purposes
  - (f) Dollar amount of the services provided
  - (g) The name of the contracting agency
  - (h) The name(s) and respective responsibilities of any of Bidder's proposed Key Personnel if affiliated with the contract in any manner
  - (i) The remaining term of the contract and the circumstances under which any contract was terminated, prior to expiration, the cause of the failure or refusal to complete and any allegations of deficient service, if applicable.

c. Key Personnel

Key personnel are expected to be competent and of sound moral and ethical character. Bidder shall disclose any litigation initiated, final judgment issued or action by any regulatory entity taken against any member(s) of its key personnel for breach of contract or failure to competently and adequately perform ambulance or other emergency services.

This item may be submitted in an electronic format, such as compact disc or USB drive. The proposal must include a listing of each such resolved or ongoing litigation or action, including a narrative describing the claim or case and the resolution or status for the past five (5) years. The term "litigation" or action includes disputes resolved by mediation or arbitration.

d. Contracts with EMS System Participants

Bidder shall submit with its bid response, each proposed or executed contract or agreement with any participant in the Alameda County EMS System including, but not limited to, hospitals, health systems, cities, fire departments, fire districts, dispatch centers and other public or private-sector organizations.

**D. CALENDAR OF EVENTS**

<b>EVENT</b>	<b>DATE/LOCATION</b>	
Request Issued	<b>October 27, 2017</b>	
<b>Letter of Intent Due</b>	<b>November 15, 2017 by 2:00 p.m.</b>	
Written Questions Due	<b>November 15, 2017 by 2:00 p.m.</b>	
Networking/Bidders Conference #1	<b>December 6, 2017 @ 2:30 p.m.</b>	at: Castro Valley Library 3600 Norbridge Avenue, Chabot Room Castro Valley, CA 94546
Networking/Bidders Conference #2	<b>December 7, 2017 @ 2:30 p.m.</b>	at: Behavioral Health Care Services 2000 Embarcadero Cove, Suite 400 Gail Steele/Alameda Room Oakland, CA 94606
Addendum Issued	<b>January 19, 2018</b>	
<b>Response Due</b>	<b>May 18, 2018 by 2:00 p.m.</b>	
<b>Responses Opened and Announced in Public</b>	<b>May 18, 2018 at 2:30 p.m. at 1000 San Leandro Blvd., 1<sup>st</sup> Floor, San Leandro, CA 94577</b>	
Evaluation Period	<b>May 21-July 31, 2018</b>	
Bidder Interviews	<b>July 26-31, 2018</b>	
Board Letter Recommending Award Issued	<b>September 11, 2018</b>	
Board Consideration to Award	<b>September 25, 2018</b>	
Board Award Date	<b>September 25, 2018</b>	
Contract Start Date	<b>October 1, 2018:</b> Contractor will begin mobilization efforts to insure that it can begin service on service start date.	
Service Start Date	<b>12:00 a.m. July 1, 2019</b> or immediately following the conclusion of the previous provider contract, if different from the service start date listed in the RFP.	

**Note:** Award and start dates are approximate.

## **E. NETWORKING / BIDDERS CONFERENCES**

Attendance at one of the scheduled Networking/Bidders Conferences is mandatory to submit a bid response to this RFP.

1. Networking/Bidders Conferences will be held to:
  - a. Provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification.
  - b. Provide Bidders an opportunity to receive documents, data, etc. necessary to respond to this RFP.
  - c. Provide the County with an opportunity to receive feedback regarding the project and RFP.
2. Questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the networking/Bidders conference(s). All responses to verbal and written questions will be included in the Addendum, which will be the controlling document if there is any conflict between statements made at the Bidder's Conference and stated in the Addendum.
3. **Potential Bidders are REQUIRED to attend a Networking/Bidders Conference. Bidders who attend the Networking/Bidders Conference will be added to the Bidder List to be included in the subsequent Addendum.**
4. Letter of Intent:

**Organizations that desire to attend one of the mandatory Networking/Bidders Conferences and submit a bid response under this RFP must submit a Letter of Intent.** The Letter of Intent must be signed by the person or persons who are authorized to bind the organization to contractual obligations and must be received no later than **November 15, 2017 at 2:00 p.m.** A hard copy of the Letter of Intent with signature shall be sent to:

Alameda County Emergency Medical Services Agency  
RFP No. EMS-901017  
Attn: Kristel Acacio, Supervising Program Specialist  
1000 San Leandro Blvd., Suite 200  
San Leandro, CA 94577

Submissions may also be delivered during normal business hours at the address by the due date and time listed above. The Bidder will receive acknowledgment



from the EMS Agency indicating the time the Letter of Intent was received. Bidders who submit a letter by the deadline shall also receive EMS System data and materials for reference in formulating written questions and bid responses.

**F. COUNTY PROCEDURES, TERMS, AND CONDITIONS**

1. Evaluation Criteria / Selection Committee
  - a. Bidders must meet Bidder Minimum Qualifications ([Section I.C.1](#)) to be eligible for evaluation. The EMS Agency will review bid response proposals and determine the eligibility of Bidders. The EMS Agency reserves the right to further investigate the qualifications of Bidders including its key personnel as it deems appropriate. Bidder eligibility will be determined in the sole judgment and discretion of the EMS Agency. The EMS Agency will notify those Bidders who do not meet the Bidder Minimum Qualifications. If a proposal or proposals are rejected, at the time of the rejection all bidders will be notified in writing of the specific reasons for the rejection.
  - b. Collusion, bid-rigging, bid-suppression, or similar attempts to manipulate the outcome of this procurement are prohibited, and will be cause for immediate disqualification of all bidders involved. Discovery of collusion, bid-rigging, bid-suppression, or similar attempts to manipulate the outcome of this procurement after a Contract has been awarded and approved will result in sanctions, up to and including emergency takeover, termination of the Contract, and involvement of state and federal law enforcement agencies.
  - c. All proposals that pass the initial Evaluation Criteria, which are determined on a pass/fail basis (Completeness of Response, Bidder Minimum Qualifications, and Debarment and Suspension), will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience in 911 ALS Ambulance Services as defined in this RFP. The CSC will have sufficient expertise to determine if a proposal is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost. The CSC will score and recommend a responsible Bidder in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.
  - d. All contact regarding the RFP during the evaluation phase shall be through Supervising Program Specialist, [Kristol Acacio](#), only. Bidders shall neither

contact nor lobby evaluators or EMS Agency staff or consultants during the evaluation process. **Attempts by Bidder to contact and/or influence members of the CSC, EMS Agency staff, or consultants may result in disqualification of Bidder.**

- e. As a result of this RFP, the County intends to award a contract to the responsible Bidder whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than lowest rate in patient charges in determining the greatest value to the County.
- f. The basic information that each section of the proposal must contain is specified below; these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the or services being solicited.
- g. Each of the Evaluation Criteria below will be used in ranking and determining the quality of Bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The maximum total score is 500 points. Local preference points, typically required by Alameda County Administrative Code section 4.12.150, have intentionally been omitted from this RFP; in this instance local vendor preference is preempted by Federal law.
- h. The evaluation process will include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of Bidders that will continue to the final stage of oral presentation and interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation and interview.

- i. The three (3) Bidders receiving the highest preliminary scores over 200 points will be invited to an oral presentation and interview. Only the Bidders meeting the short list criteria will proceed to the next stage. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to Bidders.
- j. The **Zero To Five-Point Scale Range** is defined as follows:

<b>0</b>	Not Acceptable	Non-responsive, fails to meet RFP specification. If a mandatory requirement, this score will result in disqualification of proposal.
<b>1</b>	Poor	Below average, falls short of expectations, and/or is substandard to that which is the average or expected norm.
<b>2</b>	Fair	Responsive, but does not achieve all objectives.
<b>3</b>	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
<b>4</b>	Above Average / Good	Very good, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
<b>5</b>	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm.

- k. The **Evaluation Criteria** and their respective weights are as follows:

Evaluation Criteria		Weight
<b>A</b>	<p><b>Completeness of Response:</b></p> <p>Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Bidder shall certify that all statements in its response are true. This shall constitute a warranty, the falsity of which shall entitle</p>	Pass/Fail

	<p>the County to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	
<b>B</b>	<b>Meeting Bidder Minimum Qualifications</b>	Pass/Fail
<b>C</b>	<p><b>Debarment and Suspension:</b></p> <p>Bidder, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov">www.sam.gov</a> or the <a href="#">Department of Health and Human Services' List of Excluded Individuals and Entities</a>.</p>	Pass/Fail
<b>D</b>	<p><b>Demonstration of Additional Bidder Qualifications (Section I.C.2):</b></p> <ol style="list-style-type: none"> <li>1. Acceptable Litigation History (Pass/Fail)</li> <li>2. Acceptable Contracts in Good Standing (Pass/Fail)</li> </ol>	Pass/Fail
<b>E</b>	<p><b>Cost:</b></p> <p>Proposals will be evaluated against the RFP specifications and the following criteria:</p> <ol style="list-style-type: none"> <li>1. Price of Patient Charges (8 points): <ul style="list-style-type: none"> <li>This factor provides points for the lowest realistic and responsible charge to the patient. The points for total patient charges will be computed by dividing the amount of the lowest responsive Bidder's total patient charge by each Bidder's total annual patient charge.</li> <li>The total annual patient charge for each Bidder will be calculated according to the formula outlined below. See <a href="#">Table B</a> for the average number of transports, average mileage, and average oxygen use per year. Proposed Rates will be based on <a href="#">Table C</a>, the Patient Charge Form.</li> </ul> </li> </ol> <p><b>Formula for Calculating Total Annual Patient Charges</b></p> <p style="text-align: center;">Total number of transports multiplied by the Proposed Base Rate plus Total number of transports multiplied by 5.3</p>	

	<p style="text-align: center;">(the average loaded mile per transport) multiplied by the Proposed Mileage Rate plus Total number of transports multiplied by the percentage of transports providing oxygen administration multiplied by the Proposed Oxygen Administration Rate. Resulting in the following estimate of total annual charges: Total charge for base rate + total mileage charge + total oxygen charge = Total Annual Patient Charge</p> <p>2. Expense Structure (7 points):</p> <p>This factor provides points for the lowest realistic and responsible expense structure. The points for expense structure will be computed by dividing the amount of the lowest realistic and responsible total expenses in the Total Expenses in Annual Expense Reporting of Budget Compliance Form (<a href="#">Exhibit A – Proposal Form: Financial Bid</a>) by each Bidder’s total expenses. The Bidder with the lowest realistic and responsible total expenses shall be awarded 7 points. Other Bidders shall be awarded points based on the pro-rata difference in total expenses, in which the Bidder with the lowest responsible total expenses (numerator) is divided by the Bidder’s total expenses (denominator), yielding a percentage. The Bidder’s percentage shall be multiplied by 7 points to yield the Bidder’s points for cost structure, rounded to the nearest whole number.</p>	15 Points
<b>F</b>	<p><b>Deployment Plan</b></p> <p>Proposals will be evaluated against the RFP specifications found in <a href="#">Exhibit A-1</a> and <a href="#">Exhibit D</a>. Scored areas are:</p> <ol style="list-style-type: none"> <li>1. Deployment Plan Exhibit D Required Items 1 through 3. (8 points)</li> <li>2. Deployment Plan Exhibit D Required Items 4, 7 and &amp; 8. (4 points)</li> <li>3. Deployment Plan Exhibit D Required Items 5 and &amp; 6. (3 points)</li> </ol>	15 Points
<b>G</b>	<p><b>Acceptance of all Proposal Requirements/Minimum Services Requirements</b> as stated in <a href="#">Acceptance Form - Exhibit A-3(a)</a>.</p>	Pass/Fail

<b>H</b>	<b>Submission of Proposal Checklist</b> as stated in <a href="#">Proposal Submissions Checklist - Exhibit A-3(b)</a> .	Pass/Fail
<b>I</b>	<p><b>Commitment to Clinical Quality:</b></p> <p>Proposals will be evaluated against the RFP specifications found in Exhibit A-1 - <a href="#">Clinical Quality Improvement</a>. Scored areas are:</p> <ol style="list-style-type: none"> <li>1. Quality improvement plan meets criteria of California Code of Regulations, Title 22, Division 9, Chapter 12.</li> <li>2. Quality improvement plan modeled after the Baldrige Criteria for Performance Excellence in the Baldrige Excellence and incorporates Baldrige National Quality Program: Health Care Criteria for Performance Excellence 2015/2016</li> <li>3. The Quality Management Plan described in <a href="#">II.F.3</a> meets the criteria.</li> </ol>	15 Points
<b>J</b>	<p><b>Commitment to Employees:</b></p> <p>Proposals will be evaluated against the RFP specifications found in Exhibit A-1 - <a href="#">Commitment to Employees</a>. Scored areas are:</p> <ol style="list-style-type: none"> <li>1. Proposed comfort stations meet or exceed criteria in RFP, <a href="#">III.H.1.a-c</a>.</li> <li>2. Number of crew comfort stations.</li> <li>3. Extent to which organization’s plan and process for employee engagement and satisfaction meets criteria in RFP, <a href="#">III.H.2.a-o</a>.</li> </ol>	10 Points
<b>K</b>	<p><b>Operations Management and Administration:</b></p> <p>Proposals will be evaluated against the RFP specifications found in Exhibit A-1. Scored areas are:</p> <ol style="list-style-type: none"> <li>1. Quality of training, as described, that will be provided to EMTs as requested in <a href="#">IV.P.3.e.(3)</a>.</li> <li>2. Qualifications, experience and competency of Key Personnel in administering the delivery and managing the performance of contracted high performance primary 911 Ambulance Services at the ALS level.</li> <li>3. Quality of plan for ensuring continuity of Key Personnel by reducing managerial turnover and succession planning described in <a href="#">III.J</a>.</li> </ol>	15 Points
<b>L</b>	<b>Commitment to EMS System and Community</b>	10 Points

	Proposals will be evaluated against the RFP specifications found in Exhibit A-1. <a href="#">V. CC. - MM</a>	
<b>M</b>	<p><b>Organizational Infrastructure and Billing and Accounting</b></p> <p>Proposals will be evaluated against the RFP specifications found in Exhibit A-1. Scored areas are:</p> <ol style="list-style-type: none"> <li>1. Quality of Health safety and loss mitigation plan, as described in <a href="#">IV.BB.1 and 2.</a></li> <li>2. Quality of Safety program requirements described in <a href="#">IV.R.1</a>, and quality of PPE Use Policies described in <a href="#">IV.R.2.</a></li> </ol>	10 Points
<b>N</b>	<b>References</b> (See Exhibit A – <a href="#">References</a> )	Pass/Fail
<b>O</b>	<p><b>Oral Presentation and Interview:</b></p> <p>The oral presentation by each Bidder shall not exceed 90minutes in length. The oral interview will consist of standard questions asked of each of the Bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview. Scored areas are:</p> <ol style="list-style-type: none"> <li>1. Credibility and legitimacy of Bidder’s response to specific questions.</li> <li>2. The extent to which the presentation reflects the objectives of the RFP.</li> </ol>	10 Points
<b>P</b>	<b>Submission of Alternative Transportation Unit Plan</b>	Pass/Fail

- l. Contractor is encouraged to consider and involve small businesses, local business, and firms owned by women and/or minorities in its purchasing and subcontracting arrangements. The County has a comprehensive business outreach and Small Local Emerging Business program. The Contractor shall indicate in its Proposal how it intends to incorporate small and local businesses in its operational and business plans.
- m. The procurement process may be canceled after opening, but prior to award, when the contracting officer determines in writing that cancellation is in the best interest of the EMS Agency for reasons such as those listed below:
  - (1) Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP.

- (2) The services are no longer required.
- (3) All otherwise acceptable proposals received are at unreasonable prices.
- (4) The proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- (5) The proposals received did not provide competitive adequate to ensure reasonable prices in accordance with local resources or generally accepted prices.
- (6) No proposal is received which meets the minimum requirements of the RFP.
- (7) The awarding agency determines after analysis of the proposals that its needs can be satisfied by a less expensive method.

#### **G. CONTRACT EVALUATION AND ASSESSMENT**

1. During the initial sixty (60) day period of any contract that may be awarded under this RFP, the CSC and/or other persons designated by the EMS Agency will meet with the Contractor to evaluate the services performance and to identify any issues or potential problems.
2. The EMS Agency reserves the right to determine, at its sole discretion, whether:
  - a. Contractor has complied with all terms of this RFP; and
  - b. Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such services have met the County requirements.
3. If, as a result of such determination, the EMS Agency concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. The EMS Agency will have the right to invite the next highest ranked Bidder to enter into a contract. The EMS Agency also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

#### **H. NOTICE OF RECOMMENDATION TO AWARD**

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all Bidders will be notified in writing by e-mail or fax, and U.S. mail, of the



contract award recommendation, if any. The document providing this notification is the Notice of Recommendation to Award.

2. The Notice of Recommendation to Award will provide the following information:
  - a. The name of the Bidder being recommended for contract award; and
  - b. The names of all other parties that submitted proposals.
3. At the conclusion of the RFP process, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Bidder's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
4. The submitted proposals shall be made available upon request after conclusion of contract negotiations with the successful Bidder, and no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

#### **I. BID PROTEST/APPEALS PROCESS**

1. The EMS Agency prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to:
  - a. Protest the bid process,
  - b. Appeal their disqualification once any Notice of Disqualification has been issued, or
  - c. Appeal the recommendation to award a contract once the Notice of Recommendation to Award has been issued.

Bid protests submitted prior to issuance of any Notice of Disqualification or Notice of Recommendation to Award will not be accepted by the County.

2. Any bid protest by any Bidder must be submitted in writing to Muntu Davis, MD, MPH, Alameda County Public Health Director and Health Officer (the "Public Health Director"), 1000 Broadway, Suite 500, Oakland, CA 94607, Fax (510) 267-3223 **before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of any Notice of Disqualification or the Notice of Recommendation to Award, not the date received by the Bidder.** A bid protest received after 5:00 p.m. is considered received as of the next business day. Untimely protests will not be considered.

- a. The bid protest must contain a complete statement of the reasons and facts for the protest.
  - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
  - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
  - d. The Public Health Director will transmit a copy of the bid protest to all affected Bidders as soon as possible after receipt of the protest.
3. Upon receipt of written protest, the Public Health Director will review and evaluate the protest and issue a written decision. The Public Health Director may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest of a Notice of Recommendation of Award will be issued at least ten (10) business days prior to the Board hearing to award the Contract.
- The decision will be communicated by e-mail or fax, and U.S. mail, and will inform the Bidder whether or not the disqualification of the Bidder in the Notice of Disqualification or recommendation to the Board of Supervisors in the Notice of Recommendation to Award will change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a bid protest if a decision on the protest could have resulted in the Bidder being disqualified or not being the apparent successful Bidder on the bid.
4. Appeal of the Public Health Director's decision must be submitted in writing to Melissa Wilk, Chief Deputy Auditor, Alameda County Auditor-Controller Agency, 1221 Oak Street, Room 249, Oakland, CA 94612, Fax (510) 272-6502. The appeal process will be as follows:
- a. The Bidder whose bid is the subject of the protest, all Bidders affected by the Public Health Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the Public Health Director's decision. All appeals shall be in writing and submitted within five (5) business days following the issuance of the decision by the Public Health Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day.

- b. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
  - c. In reviewing protest appeals, the reviewer will not re-judge the proposal(s). The appeal shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFP process or, where appropriate, County contracting policies or other laws and regulations.
  - d. The appeal also shall be limited to the grounds raised in the original protest and the Public Health Director's decision. As such, a Bidder is prohibited from stating new grounds for a bid protest in its appeal. The Reviewer shall only review the materials and conclusions reached by the Public Health Director, and will determine whether to uphold or overturn the protest decision.
  - e. The Reviewer may overturn the results of a bid process for ethical violations by HCSA or EMS Agency staff or consultants, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of the contents of a bid protest.
  - f. The Reviewer's decision is the final step of the appeal process. A copy of the decision will be furnished to the protestor, the Bidder whose bid is the subject of the bid protest, and all Bidders affected by the decision.
5. The County may, at its sole discretion, complete the protest/appeal procedures for a Notice of Disqualification before proceeding to the next step in the RFP process. The County will complete the bid protest/appeal procedures set forth in this paragraph before a Recommendation to Award the contract is considered by the Board of Supervisors.
  6. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## **J. AWARD**

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."

2. The committee will recommend award to the responsible Bidder whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than lowest rate in patient charges in determining the greatest value to the County.
3. The EMS Agency reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the EMS Agency.
4. The County shall award the contract to the selected Contractor recommended by the EMS Agency.
5. Under Health & Safety Code section 1798.224, the EMS Agency has the authority to decline to recommend award of this contract or any part thereof for failure to meet the requirements of the solicitation.
6. A contract must be negotiated and finalized by the EMS Agency, as well as be signed by the recommended awardee before submission to the Board for approval.
7. Board approval to award a contract is required.

**K. TERM / TERMINATION / RENEWAL**

1. The term of the contract awarded under this RFP will commence October 1, 2018. Bidders shall include in their proposals a plan for mobilization that ensures that Bidder can commence provision of all 911 Ambulance Services at 12:00 a.m. on July 1, 2019. The contractor will provide 911 Ambulance Services continuously from 12:00 a.m. on July 1, 2019 until 11:59 p.m. on June 30, 2024, unless the term is extended by mutual agreement or by County's unilateral right to extend, as described below.
2. The EMS Agency may extend the contract by mutual agreement with Contractor for up to an additional five (5) years. The EMS Agency may unilaterally extend the contract an additional twenty four (24) months at any time, except, however, in no event shall this unilateral extension extend the total contract term beyond 10 years.

3. The EMS Agency and the selected Contractor will begin discussions regarding the five (5) year extension at least twelve (12) months prior to the scheduled end of the term of the contract.

**L. PERFORMANCE GUARANTEE PROVISIONS**

1. The Contractor shall provide a performance guarantee equivalent to six (6) months of operating expenses or fifteen million dollars (\$15,000,000), whichever is greater, in the form of cash or a letter of credit, or a performance security bond.
2. The performance bond shall be issued by an admitted surety licensed in the State of California and acceptable to the County. The language of such performance bond shall recognize and accept the contract requirement for immediate release of funds to the EMS Agency upon determination by the County that the Contractor is in material breach of the contract or County Ordinance. Performance bond language shall also include and recognize that if the nature of the breach is such that the public health and safety are endangered, any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the EMS Agency.
3. The performance bond or letter of credit furnished by the selected Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon 30 days written notice to the EMS Agency of the intention to cancel said bond or letter of credit. The selected Contractor shall provide the County with replacement security in a form acceptable to the EMS Agency within 20 days following the commencement of the 30-day notice period. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, the selected Contractor shall provide replacement security acceptable to the EMS Agency within 20 days of such occurrence.
4. The form and terms of a letter of credit shall be satisfactory to the EMS Agency and shall provide security equal to or greater than the performance bond.
5. The Contractor and EMS Agency shall identify a mutually agreeable method to grant County a security interest in all accounts receivables, which may be seized by the EMS Agency in the event of a material breach. In the case of a material breach, all revenue collected from accounts receivables must continue to be deposited in this account. If the Contractor subcontracts its billing functions,

there shall be a provision in the subcontract that allows the EMS Agency to assume that subcontract in the case of a material breach.

**M. ACCOUNT MANAGER / SUPPORT STAFF**

1. Contractor shall employ a dedicated competent account manager who shall be responsible for the County account/contract. The position shall be held by the Operations Director. The account manager shall receive all communications from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also employ adequate, competent support staff that shall be able to provide customer service to the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the EMS system, including contract requirements, EMS policies, and customer service issues. Contractor's Account Manager shall be familiar with County requirements and standards and work cooperatively and professionally with the EMS Agency at all times to ensure that established standards are adhered to.

**N. INSTRUCTIONS TO BIDDERS**

1. All contact during the competitive process regarding the RFP is to be through Supervising Program Specialist [Kristel Acacio](#) only. Contact information is provided in [Section O.5 and 8](#) below. All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail to Kristel Acacio by the specified date on the Calendar of Events.
2. The evaluation phase of the competitive process shall begin after the submittal deadline, at which point all sealed bids will be opened together. The evaluation period shall continue until a contract has been awarded. Bidders shall neither contact nor lobby evaluators or EMS Agency staff or consultants during the evaluation process. **Attempts by Bidder to contact and/or influence members of the CSC, EMS Agency staff, or consultants may result in disqualification of Bidder.**
3. The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to [http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) to view current contracting opportunities.

**O. SUBMITTAL OF BIDS**

1. All bids must be SEALED and must be received at the Alameda County Emergency Medical Services Agency by 2:00 p.m. on the due date specified in the Calendar of Events. All bids received shall remain sealed until they are opened at the same time in public. All bids will be opened at 2:30 p.m. at the Alameda County Emergency Medical Services Agency on May 18, 2018 and the following recorded and read aloud to the persons present:
  - a. RFP number
  - b. Submission date
  - c. General description of service being procured
  - d. Names of responders
  - e. Amounts proposed
  - f. Any other information the EMS Agency determines is necessary
2. **NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING. BIDDERS MAY WITHDRAW SUBMITTED BIDS UNTIL 2:30 P.M. ON MAY 18, 2018. A REQUEST TO WITHDRAW A PROPOSAL MUST BE MADE IN PERSON BY THE RESPONDER OR AN AUTHORIZED REPRESENTATIVE, PROVIDED HIS/HER IDENTITY IS MADE KNOWN AND HE/SHE SIGNS A RECEIPT FOR THE PROPOSAL.**
3. Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. **Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the Bidder unopened.**
4. All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Agency's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.
5. Bids are to be addressed and delivered as follows:

**Alameda County Emergency Medical Services Agency  
RFP No. EMS-901017  
Attn: Kristel Acacio, Supervising Program Specialist**

**1000 San Leandro Blvd, Suite 200  
San Leandro, CA 94577**

6. **Bidder's name, return address, and the RFP number and title must also appear on the mailing package.**
7. **\*PLEASE NOTE** that on the bid due date, a bid reception desk will be open between 9:00 a.m. – 2:00 p.m. and will be located on the second floor at 1000 San Leandro Blvd, Suite 200.
8. Questions should be directed to:  
  
[Kristel.Acacio@acgov.org](mailto:Kristel.Acacio@acgov.org)  
**(510) 618-1910**
9. Bidders are to submit one (1) original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus five (5) copies of their proposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY”.
10. All submittals must be printed on plain white paper, and must be contained in two (2) three-ring binders (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.
  - a. Binder #1 shall contain the required bid response narratives to this RFP (See Exhibit A – Bid Response Packet; Exhibit A-1 and Exhibit A-3 Acceptance Form) including all required forms, documentation and submittals shall be contained within one (1), 1 and 1/2-inch, three-ring binder. Forms included in the exhibits section can be completed electronically and printed for submission with your response.
  - b. Binder #2 shall contain all other attachments.
11. Narrative - Binder #1: In order to facilitate comparison and scoring of proposals, the [Mandatory Table of Contents \(Exhibit E\)](#) must be adhered to. Any material deviation from these requirements may be cause for rejection of the proposal, as determined at the County’s sole discretion. The narrative portion shall abide by the following specifications:
  - a. Table of Contents must include corresponding page number



- b. Pages must be numbered sequentially
  - c. Tabs must separate each section of the proposal
  - d. Font – Calibri, no smaller than 12 point
  - e. Line spacing must be 1.5 lines
  - f. Double-sided page printing
  - g. Standard 8 ½” by 11” white paper
12. Other Attachments - Binder #2: Bidders may elect to use reference attachments in the Proposal to provide additional detail. All attachments shall be incorporated into a second binder and each attachment shall be labeled, page numbered, and referenced in the narrative as appropriate.
13. Bidders **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid (a sealed envelope will suffice). All signatures must be present in the electronic bid response (e.g., Bidders may want to sign any pages that require signature, scan them, and make them part of the electronic file).
14. **BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.**
15. No email (electronic) or facsimile bids will be considered.
16. All costs required for the preparation and submission of a bid shall be borne by Bidder.
17. Only one bid response will be accepted from each Bidder.
18. All other information regarding the bid responses will be held as confidential until such time as County Selection Committee has completed its evaluation, a recommended award has been made by County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into contract is scheduled to be heard

by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.

19. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
20. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Bidder may be subject to criminal prosecution.
21. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
22. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
23. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days from submittal, unless otherwise specified in the Bid Documents.

**P. RESPONSE FORMAT**

1. Bid responses are to be straightforward, clear, concise, and specific to the information requested.
2. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
3. Bid responses, in whole or in part, should not be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at:  
<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

**EXHIBIT A - BID RESPONSE PACKET**

**RFP No. EMS-901017**

**Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service  
with Transportation Authorization**

To: The County of Alameda

From: \_\_\_\_\_  
(Official Name of Bidder)

- **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS FIVE (5) COPIES AND ONE ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)**
- **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

## BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. EMS-901017 – Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the EMS Agency Provisions, and that the Bidder who is awarded a contract shall be, in fact, the prime Contractor, not a subcontractor, to the EMS Agency, and agrees that its Bid, if accepted by the EMS Agency, will be the basis for the Bidder to enter into a contract with the County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all Addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - **Debarment / Suspension Policy**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]
  - **Iran Contracting Act (ICA) of 2010**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]
  - **General Environmental Requirements**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>]
  - **First Source**  
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
  - **General Requirements**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
  - **Proprietary and Confidential Information**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]
6. The undersigned acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies

that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

**BIDDER MUST COMPLETE, SIGN, AND SUBMIT THIS FORM WITH THE BID**

Official Name of Bidder:

Street Address Line 1:

Street Address Line 2:

City:

State:

Zip Code:

Webpage:

**Type of Entity / Organizational Structure** (check one):

Corporation

Joint Venture

Limited Liability Partnership

Partnership

Limited Liability Corporation

Other:

Location(s) of Organization(s) Headquarters:

Date of Organization(s) Establishment:

Federal Tax Identification Number(s):

**Primary Contact Information:**

Name / Title:

Telephone Number:

Fax Number:

E-mail Address:

**The undersigned certifies that all statements in the Bidder's response are true. This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.**

**SIGNATURE:**

Name

Title of Signer:

Signed this       day of       , 20

## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- 1. **Table of Contents:**  
Bid responses shall include the [Mandatory Table of Contents \(Exhibit E\)](#) listing the individual sections of the proposal/quotation and their corresponding page numbers. Tabs must separate each of the individual sections.
- 2. **Letter of Transmittal:**  
Bid responses shall include a description of Bidder’s capabilities and approach in providing its 911 Ambulance Service to the County, and provide a brief synopsis of the highlights of the bid proposal and overall benefits of the bid proposal to the County. This synopsis must not exceed three pages in length and must be easily understood.
- 3. **Exhibit A – Bid Response Packet:** Every Bidder must fill out and submit the complete Exhibit A – Bid Response Packet.
  - A. Bidder Information and Acceptance:** Every Bidder must submit a [signed Bidder Information Form](#) in Exhibit A.
  - B. References:**
    - (1) Bidders must use the [References](#) template in Exhibit A – Bid Response Packet to provide references.
    - (2) Bidders are to provide a list of current and/or former public entities to whom Bidders have provided 911 Ambulance Service and (if applicable) Prehospital ALS Emergency Medical Service. References must include verification of the requisite experience including that required for all Key Personnel in the delivery of 911 Ambulance Services. All references must be satisfactory in the EMS Agency’s sole determination. Entities used as references must have similar scope, volume, and requirements to those outlined in the specifications, terms and conditions of the RFP.
      - (a) Bidders must verify that the contact information for all references provided is current and valid.
      - (b) Bidders are strongly encouraged to notify all references that the EMS Agency may be contacting them to obtain a reference.
    - (3) The EMS Agency may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The EMS Agency reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.



- C. Exceptions, Clarifications, Amendments:**
  - (1) This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the [Clarifications, Exceptions and Amendments Template](#) in Exhibit A – Bid Response Packet.
  - (2) **THE EMS AGENCY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**
  
- 4. **Demonstration of Bidder Qualifications:** Bid responses shall include responses and supporting documentation as requested, and following the numbered format, [Section C. Bidder Minimum Qualifications, Item 1 and Additional Bidder Qualifications, Item 2.](#)
  
- 5. **Patient Charges Form:** Bid responses shall conform to requirements of Exhibit A - [Proposal Form: Patient Charges.](#)
  
- 6. **Financial Bid:** Bid responses shall refer to page 50 of the RFP, Exhibit A - [Proposal Form: Financial Bid.](#) Bidder shall submit the required, populated spreadsheet template for financial bid in electronic format.
  
- 7. **Description of the Proposed Services (See [Exhibit A-1 for Proposal Requirements/ Minimum Services Requirements](#)):** Bid responses shall include a description of the terms and conditions of services to be provided during the contract term including response times. Specific instructions are described in grey boxes throughout Exhibit A-1 Proposal Requirements to aid the Bidder in understanding submission requirements.
  
- 8. **Exhibit A-3(a) Acceptance Form: Bidder shall accept terms as listed and sign [Exhibit A-3\(a\) Acceptance form.](#)** See Exhibit A-1 for Proposal [Requirements/Minimum Services Requirements](#) and [Exhibit A-2 for Regulatory Compliance and Financial Provisions](#) for the details associated with each term.
  
- 9. **Performance Bond / Performance Requirements:** See [Section L Performance Guarantee Provisions](#) and provide requirements listed
  
- 10. **Exhibit A-3(b) Proposal Submissions Checklist:** Bidders shall ensure that it has made all required submittals, in [Exhibit A-3\(b\) Proposal Submissions Checklist](#), unless excepted

**REFERENCES**

**RFP No. EMS-901017**

**Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service  
with Transportation Authorization**

**Bidder Name:** \_\_\_\_\_

Name of Contracting Entity:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Date(s) of Service:	
Description of Services Provided:	
Key Personnel Associated with Service Delivery:	

Name of Contracting Entity:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Date(s) of Service:	
Description of Services Provided:	
Key Personnel Associated with Service Delivery:	

Name of Contracting Entity:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Date(s) of Service:	
Description of Services Provided:	
Key Personnel Associated with Service Delivery:	

**REFERENCES**

**RFP No. EMS-901017**

**Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service  
with Transportation Authorization**

**Bidder Name:** \_\_\_\_\_

Name of Contracting Entity:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Date(s) of Service:	
Description of Services Provided:	
Key Personnel Associated with Service Delivery:	

Name of Contracting Entity:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Date(s) of Service:	
Description of Services Provided:	
Key Personnel Associated with Service Delivery:	

Name of Contracting Entity:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Date(s) of Service:	
Description of Services Provided:	
Key Personnel Associated with Service Delivery:	

**EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

**RFP No. EMS-901017**

**Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service  
with Transportation Authorization**

**Bidder Name:** \_\_\_\_\_

List below requests for exceptions, clarifications, and amendments, if any, to the RFP and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Vendor takes exception to, or requests clarification of, or requests an amendment to...

\*Print additional pages as necessary

## PROPOSAL FORM: PATIENT CHARGES

1. Patient Charges shall be submitted on this exhibit in **Table C** as is. Proposed patient charges submitted should be the "year-one" rate. Proposed patient charges should take into consideration the cost of providing care to indigent patients. No alterations or changes of any kind are permitted. Proposals that do not comply will be subject to rejection in total. The only means of Contractor compensation is through fee-for-services reimbursement of patient charges. The County has adopted a "bundled" rate for 911 Ambulance Services with a single base rate, whereby most fees for service are included in the base rate, with the exception of oxygen, mileage, and Treat-No transport; there is no distinction between ALS and BLS base rate. The Contractor must anticipate a delay between billing for services and receiving payment and be prepared to provide 911 Ambulance Services without revenue for up to several months. County will not reimburse Contractor for mobilization costs or other expenses.
2. **Table A** shows the current approved charges in Alameda County as of June 1, 2017.

Table A - Current Approved Charges	
Bundled Base Rate	\$2,099.50
Mileage/mile	\$48.81
Oxygen	\$161.61
*Treat, Non-transport rate	\$433.85

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

3. **Table B** shows the current service provider's experience over the past 3 years. We are providing this information to enable Bidders to make revenue projections, which will assist them in determining the appropriate patient charges, and not as a representation or warranty of future demand for services.

Table B – 2014 - 2016 Data					
Year	Total # of Trips	Total Mileage	Average Trip Miles	# of trips with oxygen	% of trips with oxygen
2014	99,346	524,547	5.28	22,997	23.1%
2015	101,753	540,308	5.31	18,127	17.8%
2016	103,568	570,642	5.49	6,721	6.0%

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

<b>Table C - Proposed Charges</b> <b>(based on all specifications contained in the RFP)</b>	
Complete the proposed charge for each item listed below. No other patient charges will be considered.	
<ul style="list-style-type: none"> <li>• Bundled Base Rate</li> </ul>	\$_____.
<ul style="list-style-type: none"> <li>• Mileage/mile</li> </ul>	\$_____.
<ul style="list-style-type: none"> <li>• Oxygen</li> </ul>	\$_____.
<ul style="list-style-type: none"> <li>• *Treat, Non-transport rate</li> </ul>	\$_____.

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

Bidder agrees that the prices quoted are the maximum that will charge during the term of any contract awarded, with the exception of fee increases based on the consumer price index.

**FIRM:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**PRINTED/TYPED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

## **PROPOSAL FORM: FINANCIAL BID**

Upon receipt of the Letter of Intent, the Bidder will receive, in electronic format, EMS system data and materials, including the required spreadsheet template for the financial bid. The electronic spreadsheet template shall include instructions for bid fiscal submittal along with the following tabs for input of information:

1. Instructions
2. Revenue
3. Expenses
4. Charges/Expenses

### **REQUIRED FORMS TO BE USED FOR THE FINANCIAL PORTION OF THE BID ARE BELOW.**

#### **A. Instructions for Revenue and Expense Assumptions MS-Excel File**

1. In general, this template is set up to enter all of the Revenue and Expense assumptions for the Proposed Annual Operating Budgets for the first 5 years of the agreement term.
2. The spreadsheets are in protected mode, and inputs should only be made to cells designated for input:
  - a. Cells designated for input have blue text, and are shaded green:
  - b. Cells which representation calculations and/or template outputs have black text, and no shading:

#### **B. Revenue Assumptions**

1. On this tab, Column "C" contains information regarding the current existing data in Alameda County, and Column "D" indicates the Basis in which that data is presented. "CY '16" represents data from Calendar Year 2016, "FY '16" represents data from Fiscal Year 2016 (November 1, 2015 – October 31, 2016), and "1/1/16" indicates the approved billing rates in Alameda County as of 1/1/2016.
2. Columns "F" through "J" are used to enter the values for the assumptions for project years 1 through 5, and Column "L" provides a place to provide any comments or additional explanations which may be helpful in understanding the assumptions and/or their source, as needed.
3. The assumptions used to drive Average Patient Charge (APC) per trip are found in Rows 3 - 18, and the resulting calculation for APC by year appears in Row 20.

4. Rows 22 through 39 contain the assumptions for Trip Volumes (including Treat / No Transport) and Payer Mix.
5. Rows 41 through 55 contain the high level assumptions for Other Revenue sources, including GEMT, IGT, and any other revenue source contemplated during the first 5 years.
6. Finally, beginning on Row 57 is some space to be used, if needed, for any supporting calculations to an assumption input. Results from the "Additional Calculations" section can be linked above to the appropriate assumption input row, as necessary.

**C. Expense Assumptions**

1. This tab is set up similarly to the Revenues Assumptions, where Columns "F" through "J" are used to enter the annual projected expense budgets for the first 5 years, and Column "L" provides a place for Comments / Explanations.
2. Rows 5 through 18 provide a table to enter assumptions regarding Full Time Equivalents (FTEs) for all projected Headcount for the first 5 years. There are rows for Paramedics and EMTs, as well as 10 additional rows for proposed classifications of headcount.
  - a. Columns "C" and "D" provide a place to input the anticipated salary range in Year 1 for each of the proposed classifications of headcount, and
  - b. Columns "F" through "J" provide a place to input the anticipated year-over-year FTE counts.

Beginning on Row 89 is some space to be used, if needed, for any supporting calculations to an assumption input. Results from the "Additional Calculations" section can be linked above to the appropriate assumption input row, as necessary.



**Revenue Assumptions**

Description	Existing current	Basis	Year 1	Year 2	Year 3	Year 4	Year 5	Comment / Explanation
<b>Patient Revenue Assumptions:</b>								
Average mileage per trip	5.5	CY '16	-	-	-	-	-	
Oxygen usage percentage	6.0%	CY '16	0.0%	0.0%	0.0%	0.0%	0.0%	
<b>ALS Rate Schedule</b>								
Base charge per trip	\$2,099.50	1/1/17	\$ -	\$ -	\$ -	\$ -	\$ -	
Mileage charge per mile	\$48.81	1/1/17	\$ -	\$ -	\$ -	\$ -	\$ -	
Oxygen charge per use	\$161.61	1/1/17	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>BLS Rate Schedule (Optional)</b>								
Base charge per trip	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Mileage charge per mile	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Oxygen charge per use	\$ -	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Treat/No Transport as a percentage of total trips</b>	.03%	FY '16	0.0%	0.0%	0.0%	0.0%	0.0%	
<b>Treat/No Transport charge per trip</b>	\$433.85	1/1/17	\$ -	\$ -	\$ -	\$ -	\$ -	
Average Patient Charge (APC) per trip	\$2,377.07	CALC	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Trip Volume and Payer Mix Assumptions:</b>								
Number of total trips (including Treat/No Transport)	103,599	FY '16	-	-	-	-	-	
Number of ALS completed trips	103,568	FY '16	-	-	-	-	-	
Number of BLS completed trips	-	FY '16	-	-	-	-	-	
Number of Treat/No Transport trips	31	FY '16	-	-	-	-	-	
<b>Payer Mix (percentage of trips):</b>								
Medicare	37.4%	FY '16	0.0%	0.0%	0.0%	0.0%	0.0%	
Medicaid	32.9%	FY '16	0.0%	0.0%	0.0%	0.0%	0.0%	
Commercial Insurance	16.1%	FY '16	0.0%	0.0%	0.0%	0.0%	0.0%	
Private Pay & Other	13.6%	FY '16	0.0%	0.0%	0.0%	0.0%	0.0%	
<b>Net Collection Percentage (of Gross Revenue):</b>								
Medicare	20.4%	FY '16	0.0%	0.0%	0.0%	0.0%	0.0%	
Medicaid	5.9%	FY '16	0.0%	0.0%	0.0%	0.0%	0.0%	
Commercial Insurance	82.7%	FY '16	0.0%	0.0%	0.0%	0.0%	0.0%	
Private Pay & Other	2.9%	FY '16	0.0%	0.0%	0.0%	0.0%	0.0%	
<b>Other Revenue Assumptions:</b>								
<b>GEMT Revenue</b>								
Volume		N/A	-	-	-	-	-	
Gross Revenue		N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Net Collections		N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>IGT Revenue</b>								
Volume		N/A	-	-	-	-	-	
Gross Revenue		N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Net Collections (if any)		N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>All Other Revenue</b>								
Volume		N/A	-	-	-	-	-	
Gross Revenue		N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Net Collections		N/A	\$ -	\$ -	\$ -	\$ -	\$ -	

\*Note: sufficient space will be provided in the MS-Excel file to show additional calculations

## Expense Assumptions

(page 1 of 2)

		Year 1	Year 2	Year 3	Year 4	Year 5
<b>Operating Expense Assumptions</b>						
	Salary Range (Year 1)	FTEs by year				
	Low					
	High					
Paramedics	\$ -	\$ -				
EMTs	\$ -	\$ -				
Position	\$ -	\$ -				
Position	\$ -	\$ -				
Position	\$ -	\$ -				
Position	\$ -	\$ -				
Position	\$ -	\$ -				
Position	\$ -	\$ -				
Position	\$ -	\$ -				
Position	\$ -	\$ -				
Position	\$ -	\$ -				
Position	\$ -	\$ -				
		-	-	-	-	-
	Calculated Annual Increase					
<b>Salaries and Wages</b>						
Employee Regular	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Overtime	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Labor	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal - Salaries and Wages</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Payroll Taxes &amp; Employee Benefits</b>						
All Payroll Taxes / Workers Comp	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Benefits						
Pension (Employer Match)	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Medical / Health Care	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Dental	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Vision	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Uniforms	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Other	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal - Payroll Taxes &amp; Employee Benefits</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Purchased Services</b>						
FRALS	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Dispatch	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
Other Purchased Services	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal - Purchased Services</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Estimated Response Time Penalties</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Expense Assumptions**  
(page 2 of 2)

Description		Year 1	Year 2	Year 3	Year 4	Year 5	Comment / Explanation
<b>General &amp; Administrative</b>							
Professional services / consulting fees	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Rent / leases	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Utilities and telephone	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Office supplies / equipment	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Billing and collection expense	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
General and Auto Liability Insurance	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Performance Security expense	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Overhead expense	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Corporate / Regional allocations	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Depreciation	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Other	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal - General &amp; Administrative</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Vehicles</b>							
Vehicle Lease	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Gas, oil, tires	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Repairs and maintenance	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Depreciation	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Other	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal - Vehicles</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Medical Supplies / Equipment</b>							
Equipment Lease	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical Supplies	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Repairs and maintenance	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Depreciation	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Other	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal - Medical Supplies / Equipment</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Other Operating Expenses</b>							
Information Technology expenses	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Training / QI expenses	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Community Education expenses	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Other dispatch/communication expense	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Depreciation	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Other	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal - Other Operating Expenses</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Interest Expense</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Total Operating Expenses</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

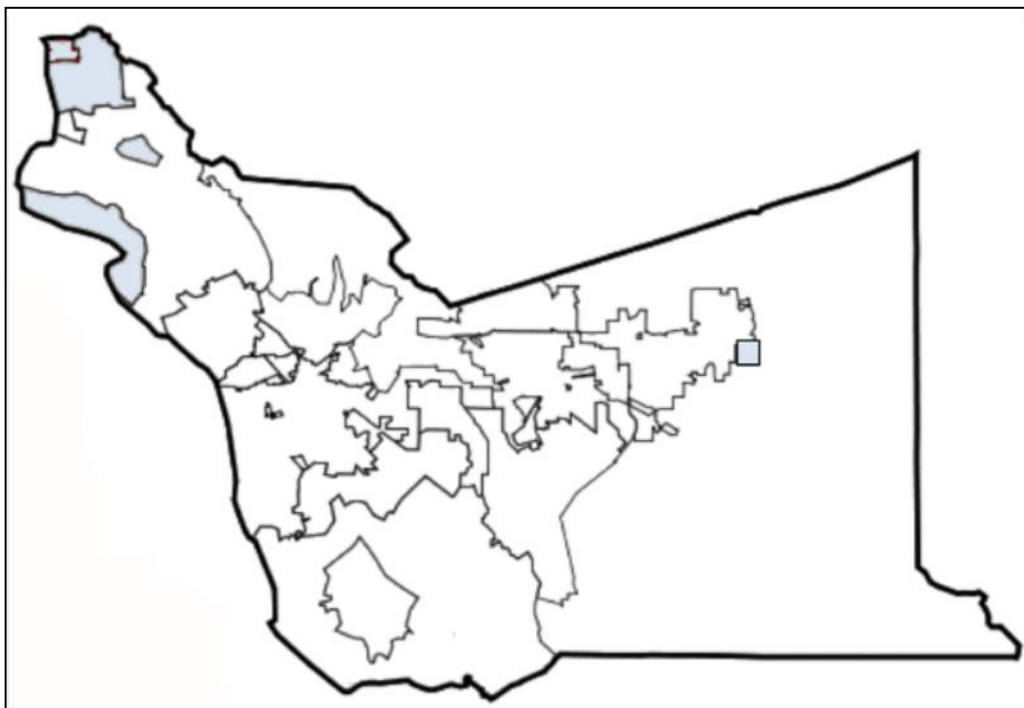
\*Note: sufficient space will be provided in the MS-Excel file to show additional calculations

## **EXHIBIT A-1 - PROPOSAL REQUIREMENTS/MINIMUM SERVICES REQUIREMENTS**

### **I. CONTRACTOR’S RESPONSIBILITIES**

#### **A. 911 AMBULANCE SERVICE**

Contractor shall provide 911 Ambulance Service as requested by the County’s Dispatch Center(s), to all areas within the “Exclusive Operating Area” (EOA) shown in Figure 3 below. This EOA includes all geographic areas of Alameda County, with the exception of the cities of Alameda, Albany, Berkeley, and Piedmont, which are served by the local fire service, and the Lawrence Livermore National Laboratory, which is served by the Alameda County Fire District. 911 Ambulance Services include Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation Authorization (as defined in [Section IV.KK.5](#) of Exhibit A-1), but does not include 7-digit calls, interfacility or critical care transport.



**Figure 3:** Exclusive Operating Area (white area)

The EMS Agency specifically makes no promises or guarantees concerning the number of emergency, non-emergency, behavioral health or mutual aid calls or transports, quantities of patients or distance of transports, or any other revenue or subsidy related to these activities that will be associated with this procurement. The County has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP or on any of the linked websites.

→ Accept the 911 Ambulance Service requirements described in I.A. by execution of Exhibit A-3(a).

## **B. REGULATORY AND POLICY REQUIREMENTS**

1. Services shall be provided in accordance with the requirements of [California Health and Safety Code sections 1797 et seq.](#), [California Code of Regulation, Title 22, Division 9](#), and Alameda County [EMS Agency Policies and Procedures](#), and any amendments or revisions thereof.
2. The successful Bidder will cooperate with the Local Emergency Medical Services Agency (LEMSA) in the EMS Agency's ongoing development of standards and practices for most appropriate patient care. These could include but are not limited to the following:
  - a. Consultation with other licensed professionals
  - b. Alternative destinations and methods of transport.
  - c. Evolving EMD practices including Prioritization
3. The successful Bidder will ensure that the EMS Agency has direct access to all information that the EMS Agency deems necessary for oversight and control of the EMS System, and that any impediment to direct communication with the EMS Agency is eliminated.
4. As the EMS System evolves, the structure, funding, and implementation will be developed in partnership between the LEMSA and the Contractor. Related new costs will be subject to negotiation between the Contractor and the EMS Agency.
5. During the term of the contract, the contract may be modified in writing by mutual consent of the EMS Agency and the Contractor. Examples of modifications include changes to improve the efficiency of the EMS System, to reduce costs, or to improve clinical care. This includes but may not be limited to: (1) modifying rates of patient charges; (2) waiving, increasing or reducing liquidated damages; or (3) modifying response time standards and/or response patterns, based on emerging clinical evidence or science. Significant changes may be subject to approval by EMSA.
6. The successful Bidder shall perform all billing and accounting functions, including accounts receivables management for 911 Ambulance Services for at least the initial two years of the contract, unless excused by the EMS Agency in writing, and potentially, throughout the term of the contract and any extensions. The

successful Bidder will assume all financial risk and operational risk for the operations and management of the 911 advanced life support emergency ground ambulance services in the EOA.

7. The selected Contractor will work cooperatively with the EMS Agency and HCSA to maximize revenue from Medi-Cal Managed Care.
8. Alameda County is a 2-plan county for Medi-Cal Managed Care. Selected Contractor shall enter into provider contracts with the Alameda Alliance for Health and Anthem Blue Cross to maximize the potential for government matching funds for the Contractor.
9. During the initial two years of the contract, the successful Bidder will work with the EMS Agency and members of HCSA to create an EMS financial working group. This EMS financial working group will explore the potential for supplemental revenue claiming opportunities that may be available to the EMS Agency that are not available to the selected Contractor. If it is determined that the optimal approach for revenue maximization for the Contractor would be for the HCSA to assume the billing function and accounts receivable, the HCSA, with the approval of the Board of Supervisors, may do so at its option at any time during the contract. If this option is exercised, the HCSA and EMS Agency will work cooperatively with the selected Contractor for a smooth transition.
10. Deliverables/Reports.  
  
The selected Bidder will submit regular performance reports related to proposed objectives throughout the contract period. The selected Bidder shall comply with deliverables and reports as described in Proposal Requirements/Minimum Services Requirements found in Exhibit A-1 and Regulatory Compliance and Financial Provisions in Exhibit A-2 of this RFP. All data and other reports submitted may be subject to public disclosure.

→ Accept the Regulatory and Policy Requirements described in I.B. by execution of Exhibit A-3(a).

**C. BASIC SERVICES:**

Contractor shall perform the following services to the complete satisfaction of the EMS Agency:

1. Contractor shall provide 911 Ambulance Services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of the Contract. Contractor shall provide 911 Ambulance Services without regard to the patient's

- race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.
2. Contractor shall provide, at no charge to County or the requesting agency, stand-by services at the scene of an emergency incident within the EOA when directed by an EMS Agency-approved Emergency Medical Dispatch (EMD) center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by unless released by the EMS Director or his / her designee. Stand-by periods exceeding four (4) hours shall be approved by the EMS Director.
  3. Contractor shall follow all Alameda County [EMS Agency Policies and Procedures](#).
  4. Contractor shall follow all direction provided by the EMS Director, EMS Medical Director or Medical Health Operational Area Coordinator (MHOAC).
  5. Contractor shall comply with response time standards to all areas of the EOA. See [Section IV.W.3](#) in Exhibit A-1 for additional information on response time requirements.
  6. Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as defined in [California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11](#) and, to the extent possible, shall be built upon observation and findings derived from the quality system.
  7. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the EMS Agency's quality management system.
  8. Contractor shall participate in pilot or research programs as requested by the EMS Medical Director and authorized by the EMS Director. The EMS Medical Director must approve all pilot programs. Contractor agrees that their participation in pilot projects shall entail no additional cost to the EMS Agency. Contractor further agrees that services provided under pilot projects shall be in addition to the other services described herein.
  9. Contractor shall provide transport of 5150 patients within the EOA as described in [EMS Agency Policies and Procedures](#) and this RFP.

→ Accept the Basic Services requirements described in I.C.1-9. by execution of Exhibit A-3(a).

## **D. CLINICAL OVERVIEW**

1. The EMS Agency's goal is to provide a clinically sophisticated system of EMS that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. These system specifications are drawn from many reference sources but are generally consistent with the direction provided in the National Highway Traffic Safety document, [The EMS Agenda for the Future](#), and the core recommendations of the more recent Institute of Medicine report on EMS, [Emergency Medical Services: At the Crossroads](#).
2. The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the U.S. Public Health Service. These include:
  - a. discomfort is minimized
  - b. disability is reduced
  - c. death is minimized
  - d. destitution eliminated
  - e. disfigurement is reduced
  - f. disease is identified and reduced
3. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, [Crossing the Quality Chasm: A New Health System for the 21st Century](#), which stresses that systems shall be: safe, effective, patient-centered, timely, efficient, and equitable.
4. The current level of the scientific research and the number of variables impacting patient outcomes beyond the EMS system's control limit the applicability of outcome measurement. In addition, accessing reliable outcome data is frequently difficult. EMS systems typically use process measures and process improvement as a point of reference in moving toward enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Contract.

## **E. MEDICAL OVERSIGHT**

The EMS Agency will furnish medical control services at its expense, including the services of the EMS Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).

The EMS Agency, through base hospital physicians ("BHP," as defined in Health and



Safety Code section 1797.59), shall also provide online medical control to field personnel 24 hours a day, seven days a week, 52 weeks a year.

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

1. **MEDICAL PROTOCOLS** - [EMS Agency Policies and Procedures](#) are available at the EMS Agency offices and on the EMS Agency website.
  - a. To ensure appropriate levels of quality care, Contractor shall comply with medical protocols and other requirements as established by the EMS Medical Director.
  - b. Contractor shall document compliance with system medical protocols using descriptive statistics. This documentation shall describe the performance of the Contractor as a whole, its component parts (e.g. communications, First Responders and transport), individual system participants (personnel), and individual and separate skills, including clinical assessments, procedures, and medication administration.
  - c. Medical Review/Audits - The EMS Agency may require that any of the Contractor employees attend a medical review/audit when necessary, at no cost to the EMS Agency or the County.

→ Accept the Medical Protocol and Review/Audit requirements described in I.E.1.a-c. by execution of Exhibit A-3(a).

## 2. **MEDICAL PRIORITY DISPATCH SYSTEM AND RESPONSE LEVELS**

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*One of the primary purposes of the MPDS protocols is to enable EMDs to determine the appropriate response to send to a given emergency. The protocols help EMDs quickly obtain the patient status and scene information necessary to determine the appropriate dispatch determinant code. The EMD then sends the response configuration that has been assigned to the code by **local medical and EMS control** (EMS Medical Director).*

[MPDS Website](#) – What is MPDS

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- a. The EMS Agency plans to use its extensive experience with Medical Priority Dispatch System (MPDS), its two approved EMD Accredited Centers of Excellence®, and outcome data, to optimally deploy prehospital personnel. MPDS requires use of its language and protocols to categorize

call types (ALPHA – ECHO) but allows the EMS Agency discretion on the response prioritization and configuration. The decision on response prioritization and configuration will be data driven and evidenced based.

- b. The Response Prioritization and Configuration Matrix (Table 1) below may be modified by the EMS Medical Director from time to time as new information becomes available. See [Exhibit G –Clinical Response Priorities](#) for additional information.

<b>Priority 1 Critical</b>	
ALS First Responder	Lights and Sirens
ALS Ambulance	Lights and Sirens
EMS Supervisor	Lights and Sirens
Calls with very high rates of ALS interventions or mortality. This level could also use any type of vehicle or provider to provide CPR or AED.	
<b>Priority 2 Life Threatening</b>	
ALS First Responder	Lights and Sirens
ALS Ambulance	Lights and Sirens
Mixture of several categories with high rate of ALS intervention and high transportation rates.	
<b>Priority 3 Urgent / Emergent Interfacility Transport</b>	
ALS First Responder(as needed)	Lights and Sirens
ALS Ambulance	Lights and Sirens
911 system generated request for interfacility transfer from healthcare facility that has licensed medical personnel on scene credentialed at the level of Registered Nurse or higher.	
<b>Priority 4 Non-Life Threatening</b>	
Optional BLS or ALS First Responder	No Lights and Sirens
BLS or ALS Ambulance	No Lights and Sirens
Mixture of categories with low rates of interventions and moderate transport rates.	

**Table 1:** Response Prioritization and Configuration Matrix

→ Accept the Response Prioritization and Configuration Matrix described in I.E.2.b. and Table 1 by execution of Exhibit A-3(a).

## II. CLINICAL QUALITY IMPROVEMENT

Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through the EMS Agency's quality improvement procedures to improve and maintain clinical excellence. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

This procurement process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, will not substitute for performance results. If the Contractor fails to perform to the required standards it may be found to be in material breach of the contract and promptly replaced in order to protect the public health and safety.

→ Accept the Clinical Quality Improvement requirements described in section II by execution of Exhibit A-3(a).

→ Agree to submit QI reports required by this RFP and the EMS Agency described in section II by execution of Exhibit A-3(a).

## F. QUALITY MANAGEMENT

1. The EMS Agency requires that the Contractor implement the EMS Agency-approved quality management plan and develop a comprehensive quality management program consistent with the requirements of [California Health and Safety Code sections 1797 et seq.](#), and [California Code of Regulations, Title 22, Division 9, Chapter 12](#). The EMS Agency recommends that this program be modeled after the 2015-2016 [Baldrige Excellence Framework for healthcare organizations](#) using statistical process control.
2. This program shall incorporate compliance assurance, process measurement and control, and process improvement that is integrated with the entire EMS system, including First Responder Agencies, medical communication center operations, and EMS. The clinical indicators measured by all system participants will be developed through collaborative efforts of the First Responder Agencies, the

Contractor, and the EMS Agency and will be based on current EMS research and call demand.

3. The contract will require the Contractor to submit its quality management plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in [California Code of Regulations, Title 22, Division 9, Chapter 12](#) and the Alameda EMS Agency EMS Quality Improvement Plan and adhere to any future changes to the plan. Bidders will be provided the EMS Agency's quality management plan following submission of the Letter of Intent.
4. The EMS Agency is committed to a comprehensive model of quality management that, while patient-centered, encompasses all vital functions within the system. The EMS Agency seeks a Contractor who shares this perspective. In the majority of American EMS systems, quality management is limited to a retrospective evaluation of patient care reports. A significant percentage of EMS systems have expanded the scope of their quality management efforts to include clinical performance indicators paired with an education system designed to make clinical improvements.
5. Bidders are required to describe how leadership and other personnel of their Alameda County operations will actively participate in the EMS Agency's quality management program. This commitment includes, but is not limited to:
  - a. Active participation of Bidder's senior leadership in EMS groups or committees dealing with quality management;
  - b. Designation of a Quality Manager to oversee Contractor's quality program;
  - c. Submission of comprehensive key performance indicator reports to the EMS Agency;
  - d. Active participation in projects designed to improve the quality of EMS in the County of Alameda;
  - e. Description of the Bidder's overall approach to comprehensive quality management; and
  - f. Active participation in local Health Information Exchange (HIE) data sharing initiatives approved by the applicable EMS Agency.
6. Bidders are encouraged to incorporate the most current [Baldrige Excellence Framework for healthcare organizations](#) and the [Self-Analysis Worksheet](#) in their response. While the EMS Agency will not be requiring the Contractor to apply for the Baldrige Award, it does believe that the core areas addressed by this process provide a solid foundation for a comprehensive quality management program.

Equivalent models for performance excellence may be substituted if approved by the EMS Medical Director.

- Agree to submit the Quality Management Plan described in II.F.3. prior to the start of contract by execution of Exhibit A-3(a).
- Describe the approach to achieving the Quality Management requirements described in II, F.1.2.4.&6. including past successes where applicable.
- Submit a description on how Bidder intends to participate in the Quality Management Program described in II.F.5.

## G. QUALITY PROCESSES AND PRACTICES

1. The EMS Agency is interested in a clear and concise set of processes and practices, designed to be feasible for implementation and produce tangible improvements for the patients and other customers served by our EMS system, the Contractor's employees who serve Alameda County, and the other agencies involved in Alameda County EMS.

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

- a. Clinical care and patient outcome
- b. Skills maintenance/competency
- c. Mastery of [EMS Agency Policies and Procedures](#)
- d. Patient care and incident documentation
- e. Evaluation and remediation of field and dispatch personnel
- f. Measurable performance standards
- g. The Contractor's ability to implement and operationalize its Quality Improvement plan

- Submit processes for monitoring and measuring clinical excellence described in II.G.1.
- Submit evaluation processes aimed at achieving clinical excellence described in II.G.1, including remediation processes and consequences for failure to remediate.

At a minimum, Bidders shall address the following in their proposal:

2. **Leadership**
  - a. Describe the Bidder's leadership structure. Submit an organizational chart

that identifies each person (including but not limited to identified Key Personnel) in the leadership and quality improvement structure, including their names and amount of time dedicated to that position, expressed as a decimal equivalent percent full time equivalent, e.g., 0.5 FTE or 1.0 FTE.

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

→ Submit the leadership structure, processes and practices, described in II.G.2.a-f.

### 3. **Strategic Planning**

- a. Submit the organization's most recent strategic plan, which must minimally include the organization's mission, vision, values, goals, and objectives. Describe how the organization assesses its strategic strengths, weaknesses, opportunities, and challenges.
- b. Describe how the organization, on an ongoing basis, incorporates feedback and suggestions from all levels of the workforce, including paramedics, EMTs, and staff and support employees.
- c. Describe how the organization creates strategic objectives and goals in response to the challenges and opportunities it faces. Provide an example of the organization's ability to execute its strategic plan and accomplish objectives.
- d. Describe the process for creating action plans from the strategic

objectives. Provide a sample of an action plan that is aligned with one of the organization's strategic objectives.

- e. Describe how, on a recurring basis, the organization assesses the completion of strategic plan goals.

→ Submit the organization's approach to strategic planning described in II.G.3.a.-e.

#### 4. **Customer Focus**

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

→ Submit the organizations approach to customer expectations, needs, and complaints described in II.G.4.a.-f.

#### 5. **Customer Service Outreach and Customer Inquiries**

- a. Contractor shall perform customer satisfaction surveys as part of their customer service outreach program. See [Section V.HH](#) in Exhibit A-1 for additional information.
- b. Contractor shall establish and publish a web-based customer service portal to include complaint submittals and FAQs. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.
- c. Additionally, a Customer Service Telephone Line shall be accessible giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line shall be accessible without charge to all callers within the continental United States.
  - (1) The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published in the local telephone directory, on the Contractor's website, and publicized at local healthcare facilities and public safety agencies.
  - (2) If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 911 in case the caller inadvertently called the customer service line looking for emergency service.
- d. Members of the Contractor's Leadership Team are to be automatically notified of any incoming complaint calls. A management designee must return the call to the customer within two hours, 90% of the time. Incidents that require follow up to the customer must be resolved by the end of five business days from when the call was received, and if not possible, a call must be made to the customer with the status of the request.
- e. Handling Service Inquiries and Complaints:
  - (1) Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject



to the limitations imposed by patient confidentiality restrictions.

- (2) Contractor shall submit to the EMS Agency, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using the EMS Agency's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.
- (3) The Bidders proposal shall include a description of the Bidder's process for managing service complaints and employee input suggestions.

- Accept the Customer Service requirements described in II.G.5.a.-e. by execution of Exhibit A-3(a).
- Describe the customer service outreach program described in II.G.5.a.-c.
- Describe Customer Service practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled described in II.G.5.e.(1-2).
- Describe the process for managing employee suggestions described in II.G.5.e.(3).

**6. Measurement, Analysis, and Knowledge Management:**

- a. Clinical errors or compliance processes are deemed confidential, including proceedings, findings, and related documents, and are protected from disclosure, to the extent allowed by law. All system participants will be required to enter into privacy agreements as required by law that compel individuals involved to adhere to the confidentiality requirements of the process. Clinical care error documents will not be released except as required by law or as required by individual regulatory monitoring agencies or fiscal intermediaries according to pre-established EMS Agency policy. A comprehensive quality management system addresses all of the key areas in an organization that are essential for accomplishing the organization's purpose, vision, values, and strategic objectives. Key Result Areas (KRA) are likely to include clinical performance, employees, fleet management, fiscal sustainability, etc.
- b. The Bidder selected to provide 911 Ambulance Services to Alameda County will agree to work with the EMS Director and the EMS Medical Director, and any relevant quality committees to finalize Key Performance Indicators (KPIs) and update them no less than annually, to help define and measure progress toward accomplishing each KRA.

- c. Bidders shall list their Key Result Areas (include a definition and measurable performance indicator) along with a description of how that area contributes to the accomplishment of the organization's purpose, vision, values, and strategic objectives.
- d. At minimum, Bidders must have KRAs that track:
  - (1) Response time performance by Deployment Zone, Sub-area, Measurement Category, Priority, and the EOA.
  - (2) On-scene time and total prehospital time for time dependent clinical conditions like cardiac chest pain, stroke, and major trauma.
  - (3) Compliance with policies, procedures, timelines, and destinations for:
    - (a) ST-elevation myocardial infarction (STEMI)
    - (b) Pulmonary edema and congestive heart failure
    - (c) Asthma or seizures
    - (d) Cardiac arrest
    - (e) Trauma
    - (f) Presumed stroke symptoms
    - (g) Assessment of pain relief
  - (4) Compliance with protocols, procedures, adjuncts, timelines for all patients who received, or should have received, an endotracheal tube, King tube, or any other "advanced airway"
  - (5) Customer satisfaction
  - (6) Complaint management
  - (7) Employee satisfaction
  - (8) Paramedic skill retention
  - (9) Use of mutual aid
  - (10) Safety
- e. Bidders must provide a list of suggested KPIs and goals (See Table 2 for an example) for each of the KRAs listed above. Include a specific data definition and data source for each KPI.

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

**Table 2:** Example – Key Result Area (KRA) with associated Key Performance Indicators (KPI)

- f. Bidders must describe their method for regularly assessing compliance with EMS Agency policies. Contractor will be required to produce a monthly report or real-time dashboard that describes overall compliance with protocols and provide a statistical analysis, such as Pareto charts and/or process control charts, for protocols that have the most compliance problems.
- (1) Describe how your organization makes performance data and analysis available to employees, customers, the EMS Agency, and other system partners.
  - (2) Describe your organization’s approach to learning and performance improvement using industry and non-industry benchmarking.
  - (3) Describe your organization’s information technology system used to support the measurement, analysis, and reporting process. Include your approach to compliance with the requirements in (4) below.
  - (4) By the start date of service, Contractor shall implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the current rules and regulations enacted by the US Department of Health and Human Services, the [Health Information Technology for Economic and Clinical Health Act \(HITECH\)](#), and the [California Confidentiality of Medical Information Act \(CCMIA\)](#).

Contractor is responsible for all aspects of complying with these laws and specifically those laws enacted to protect the confidentiality of patient information. Any violations of the HIPAA, HITECH, or CCMIA statutes, rules and regulations must be reported immediately to the EMS Agency.

The three major components of HIPAA, HITECH, and CCMIA include:

- (a) Standards for Privacy and Individually Identifiable Health Information
  - (b) Health Insurance Reform: Security Standards
  - (c) Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards
- (5) Bidders shall provide sample checklists designed to improve clinical care for EMS patients and to improve the reliability of other key processes.
- (6) Bidders shall agree to produce and provide reports in a timely manner on any subject matter requested by the EMS Agency, in addition to those outlined in this section.

- Accept the Measurement, Analysis, and Knowledge requirements described in II.G.6.a.-c. above by execution of Exhibit A-3(a).
- Submit KRA requirements described in II.G.6.d.-f.
- Submit methods for assessing policy compliance described in II.G.6.f.(1)-(5)
- Accept the reporting requirement described in II.G.6.f.(6) above by execution of Exhibit A-3(a).

**7. Process Management:**

- a. Describe the organization's core competencies and how these were determined.
- b. Describe how the organization designs key processes with the involvement of patients, customers, front line employees, and system partners.
- c. Describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.
- d. Describe the organization's experience with trials related to clinical innovation (new medications, equipment and clinical protocols).
- e. Describe the organization's approach to improvement of work processes and provide an example. Such approaches include but are not limited to the [Six Sigma DMAIC model](#) or the [IHI Model for Improvement](#).

- Submit Process Management requirements described in II.G.7.a.-e.

**8. Results:**

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

→ Submit Key Result Area described in II.G.8.a.-c.

**III. COMMITMENT TO EMPLOYEES**

**H. WORKFORCE ENGAGEMENT**

The EMS Agency believes that an experienced, highly skilled, well rested, and satisfied workforce is essential to the provision of high quality EMS services.

**1. Comfort Stations**

- a. 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:
  - (1) be climate controlled (air conditioning and heat);
  - (2) have adequate and comfortable seating to accommodate a complete on-duty crew;
  - (3) have at least one operable toilet, sink, and microwave as well as a desk, task chair;
  - (4) have data capability to enable patient care charting; and
  - (5) have adequate accommodations to meet the needs of nursing mothers.

- b. The eventual location and numbers of the successful Bidder's proposed comfort stations will be subject to approval of the EMS Director.
- c. Describe the organization's plan for meal and comfort breaks.

→ Submit a plan for Comfort Stations described in III.H.1.a.-c.

- 2. Describe the organization's process for assessing the engagement and satisfaction level of employees. Include description of an ongoing process that produces qualitative and quantitative KPIs for employee satisfaction, which includes, but is not limited to:
  - a. Describe the organizations strategy for on-going retention of the workforce.
  - b. Describe the organization's strategy to promote health, safety and education in the workforce.
  - c. Describe the organization's two-way communications process between front line employees and the leadership team.
  - d. Describe the organization's mechanism for encouraging, gathering, providing feedback on, and acting on employee improvement suggestions.
  - e. Describe the organization's method for providing system and individual performance feedback to employees.
  - f. Describe the organization's mechanism for involving front line employees in quality and performance improvement projects.
  - g. Describe the credentialing requirements for the employees, including but not limited to EMTs, paramedics, dispatchers, and mechanics.
  - h. Describe the career ladder and professional development process for members of the workforce. Include a description of the succession plan for key positions.
  - i. Describe any mechanism that utilizes experienced clinicians to mentor, monitor and assist paramedics and EMTs contemporaneously in the field.
  - j. Describe the methods to assess, maintain, and develop new skills for employees in the workforce.
  - k. Describe the organization's practices to ensure diversity in the workforce. Address the organization's level of diversity alignment with the communities that you serve.

- l. Describe the organization's practices and policies designed to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.
- m. Describe the organization's commitment to ensuring that providers are free from the influence of alcohol and intoxicating drugs. Provide exhibits of all workplace rules, labor contract clauses, measures, and procedures for identifying and working with impaired employees. Impaired providers present a significant safety risk for patients, partners, and others in the community.
- n. Bidder shall submit its policy and labor relations agreements requiring that a zero level of alcohol and/or other legal or illegal drug levels are required at the start of and during a work shift. Illegal and legal drugs are those as are identified in pharmacy literatures, which are known to impair motor skills and cognitive ability and require warning labels to users.
- o. Bidder shall submit its enforcement and investigatory policy to enforce item n above, to include random drug testing, an employee assistance program, and multi-step rehabilitation program, as needed.

→ Submit plans for addressing Employee Engagement and Satisfaction described in III.H.2.a.-o.

## **I. DEDICATED PERSONNEL REQUIRED**

1. The EMS Agency recognizes the Contractor's need to ensure adequate supervision of its personnel and the delegation of authority to address day-to-day operational needs. Personnel in key leadership positions as described in this section shall be directly employed by the Contractor with their primary physical location of work within Alameda County. Contracting for the services of these personnel by the Contractor is not acceptable. Each position listed in 5 a-f and 6 a-e in this section must be filled by a separate individual, who is fully committed to and responsible for the functions of that position, with appropriate authority to direct and oversee the Contractor's Alameda County 911 Ambulance Services. The EMS Director, EMS Medical Director, or their designees shall have direct access to these individuals. All Key Personnel are subject to prior approval by the EMS Agency.
2. The Contractor's quality management program shall be incorporated into every layer of management and not be assigned to the responsibility of a single frontline or middle management position. A Quality Manager (see III.I.5.f) shall

be responsible for oversight and management of the key performance indicators and ongoing organization-wide quality management.

3. The Bidder shall specifically explain how the Operations Supervisor (see III.I.6.b.) and EMS Supervisors (see III.I.6.c.) in each of the three Deployment Zones will monitor, evaluate, and improve the clinical care provided by the Contractor's personnel and ensure that on-duty employees are operating in a professional and competent manner.
4. An on-duty employee or officer physically located within Alameda County must be authorized and capable to act on behalf of the Contractor in all operational matters twenty four (24) hours per day, seven (7) days per week.

- Accept the Dedicated Personnel requirements described in III.I.1.2.&4. by execution of Exhibit A-3(a).
- Submit a plan to monitor, evaluate and improve clinical care described in III.I.3.

5. **Key Personnel:**

The EMS Agency shall at all times have direct access to the Key Personnel identified in this RFP. This includes the right to call regular meetings with Key Personnel, as well as unscheduled inspections, interviews, and visits. Key Personnel shall be required to cooperate fully with the EMS Agency.

a. **Qualifications and Experience**

Each of the Key Personnel listed in this section must have a minimum of five (5) years of experience providing or directly overseeing provision of the services identified for each position as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA. Proposals shall include a list of and resumes for Key Personnel associated with the RFP. Provide no more than two pages of information for each person. The following information shall be included:

- (1) Relationship with Bidder, including job title and years of employment with Bidder
- (2) Role that the person will play in connection with the RFP
- (3) Business address, telephone, fax number, and e-mail



- (4) Educational background
- (5) Relevant experience
- (6) Relevant awards, certificates or other achievements

b. **Operations Director:** Contractor shall employ a 1.0 FTE Operations Director to oversee and be wholly responsible for the overall functioning of the Contractor's Alameda County 911 Emergency Ambulance Services. This person shall have prior experience managing a large, high-performance EMS system. This person shall be a champion of quality management, and ensure all upper-level management positions are trained and participate.

- (1) This person shall have training in the American Ambulance Association's Ambulance Service Manager Certificate Program, or the equivalent, within twelve (12) months of their appointment.
- (2) The Operations Director shall perform the duties of the Account Manager who shall be responsible for the Alameda County EMS Agency account/contract. ([see Section M, Account Manager/Support Staff in this RFP](#))

The EMS Director and EMS Medical Director must approve the individual filling this position, which will require a background check and resume verification. In the event that this approval is withheld or withdrawn, Contractor shall appoint a qualified replacement acceptable to the EMS Agency.

- c. **Finance Manager:** Contractor shall employ a 1.0 FTE Finance Manager to oversee and be responsible only for the financial performance of the Contractor's Alameda County operations. This person shall be qualified by education, training, and experience to manage the financial operations of a large, complex organization that provides 911 Emergency Ambulance Services.
- d. **Health/Safety/Risk Management Specialist:** Contractor shall employ a 1.0 FTE Health, Safety, and Risk Management Specialist responsible to develop and maintain comprehensive employee health, safety, and risk management programs. This shall include but not be limited to training employees on health and safety policies, procedures, and regulations; verifying compliance with federal, state, and local regulations; assuring

proper records are completed and filed; and assuring health and safety deficiencies are quickly identified and resolved.

e. **Provider Medical Director:** Contractor shall employ at a minimum a 0.5 FTE, licensed physician and surgeon, who is

- (1) board-certified in emergency medicine
- (2) experienced in emergency medicine
- (3) experienced and preferably fellowship-trained in emergency medical services.

The EMS Director and EMS Medical Director must approve the individual filling this position, which will require a background check and resume verification. In the event that this approval is withheld or withdrawn, Contractor shall appoint a qualified replacement acceptable to the EMS Agency.

This Physician shall oversee the Contractor's clinical performance. The Physician shall also be responsible for and facilitate the procurement and oversight of pharmaceuticals used by the Contractor in delivering service including controlled substances. The Provider Medical Director is distinct from, and does not have the powers or authority of the Medical Director of the Local EMS Agency, as defined in [California Health and Safety Code section 1797.202](#).

f. **Quality Manager:** Contractor shall employ a 1.0 FTE registered nurse who is highly qualified and experienced in emergency and critical care, or a paramedic who is highly qualified and experienced, to implement and oversee Contractor's on-going quality management. This individual shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Contract. This individual or their designee will have sufficient rank and ability to directly conduct clinical investigations and the authority to take appropriate corrective action.

The EMS Director and EMS Medical Director must approve the individual filling this position, which will require a background check and resume verification. In the event that this approval is withheld or withdrawn, Contractor shall appoint a qualified replacement acceptable to the EMS Agency.

6. **Other Required Leadership Personnel**

- a. **Dispatch/System Status Supervisors:** Contractor shall employ experienced Dispatch /System Status Supervisors such that at least one (1) is available 24 hours a day, 7 days a week 52 weeks a year, who has full authority to control the re-positioning of ambulances between posts, deployment zones, and to manage crew breaks and shift changes in real time. Dispatch/System Status Supervisors shall be Emergency Medical Dispatcher (EMD) certified by the International Academies of Emergency Dispatch and physically located within the dispatch center responsible for the system status management and dispatch of the Contractor's ambulances.

The duties of the dispatch/system status supervisors include, but are not limited to:

- (1) Controlling re-positioning of ambulances between posts and Deployment Zones, and
- (2) Managing ambulance availability, crew breaks and shift changes

- b. **Operations Supervisor:** Contractor shall employ field-based Operations Supervisors such that one (1) is available 24 hours a day, 7 days a week 52 weeks a year, deployed in an emergency response supervisor vehicle, to provide coverage only within Alameda County. These supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be Paramedics who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through extensive training in the Incident Command System (ICS). It is desirable that these supervisors are Emergency Medical Dispatcher (EMD) certified by the International Academies of Emergency Dispatch

The Operations Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.

The Operations Supervisor is responsible for:

- (1) real time, non-dispatch center initiated System Status Plan staffing adjustments,

- (2) working to decrease turnaround times at receiving facilities.
- (3) investigating vehicle and general liability issues,
- (4) workers compensation issues,
- (5) employee performance issues, and
- (6) customer or stakeholder complaints
- (7) Integrate into an ICS structure, assisting with management of complex incident as needed or requested by partner agencies.
- (8) Collaborate with EMS Agency Leadership and Prehospital Care Coordinators.
- (9) Communicate with EMS Agency on-call staff
- (10) With the exception of multi-casualty incidents and disaster responses, Operations Supervisors shall not be responsible for delivery of supplies or equipment.

In the event that an Operations Supervisor fails to perform to the satisfaction of the EMS Director, Contractor shall timely appoint a suitable replacement.

- c. **EMS Supervisors:** Contractor shall employ field-based EMS Supervisors such that a minimum of four (4) are available 24 hours a day, 7 days a week 52 weeks a year, deployed in an emergency response supervisor vehicle, with at least one supervisor per Deployment Zone. These supervisors must be experienced, clinically competent Paramedics with prior teaching/training experience who report through the Clinical Quality Improvement structure and who are responsible for:

- (1) Respond to Priority 1 and other MPDS determinant-coded calls with associated high risk and/or frequent potential for critical ALS interventions, as specified by the EMS Medical Director.
- (2) Integrate into an ICS structure, assisting with management of complex incident as needed or requested by partner agencies.
- (3) Provide direct, case-by-case medical oversight of all clinical personnel on scene.
- (4) Coordinate data collection for ongoing compliance in collection and reporting of cardiac arrest, airway, and 12-lead data.

- (5) Direct and assist with research and compliance for research in trial studies, focused audits, and state-directed demonstration projects.
- (6) Teach and reinforce clinical policies and procedures.
- (7) Introduce new techniques and procedures.
- (8) Collaborate with EMS Agency Leadership and Prehospital Care Coordinators.
- (9) Resource persons for difficult clinical issues.
- (10) Communicate with base physicians and EMS Agency on-call staff.
- (11) Serve as "beta testers" for new clinical trials, pilot studies, and new equipment.
- (12) Coordinate with other providers' clinical supervisors.
- (13) Participate in the EMS Agency Quality Council with the Quality Manager and/or other performance improvement committees, as requested.
- (14) With the exception of multi-casualty incidents and disaster responses, EMS Supervisors shall not be responsible for delivery of supplies or equipment.

In the event that an EMS Supervisor fails to perform to the satisfaction of the EMS Director or EMS Medical Director, Contractor shall timely appoint a suitable replacement acceptable to the EMS Agency.

- d. **Clinical/Education Specialist Staff:** The Contractor shall employ and maintain 2.0 FTE clinical and educational specialist positions. These are in addition to the EMS Supervisors and Quality Manager positions.
- e. **Analyst:** In addition, the contractor shall employ at least 1.0 FTE operational and response workload/time analyst to evaluate resource deployment and assist with patient care driven data analysis reports. Eighty (80) compensated hours per month shall be provided for designated field personnel to participate in clinical quality improvement activities.

- Accept the Key Personnel requirements described in III.I.5.a.-f. AND Other Required Leadership Personnel III.I.6. a-e by execution of Exhibit A-3(a).
- Identify key personnel and provide qualifications and experience for each individual described in III.I.5.a.-f.

**J. STABILITY OF CONTRACTORS KEY PERSONNEL**

Stability of the Contractor’s Key Personnel and its broader leadership team directly correlates with the continuation of the performance of the EMS system. The Bidder shall describe how it will ensure continuity and reduce managerial turnover in the system, including a succession plan to train future supervisors and managers consistent with the American Ambulance Association's Manager Certificate Program.

- Submit a plan for ensuring continuity of Key Personnel and Other Required Leadership Personnel by reducing managerial turnover and succession planning described in III.J.

**K. CONTINUING EDUCATION PROGRAM REQUIREMENTS**

1. Contractor shall apply for and maintain approval in Alameda County as an EMS Continuing Education Provider (CE provider), as defined in [California Code of Regulations, Title 22, Division 9, Chapter 11](#), to:
  - a. conduct continuing education courses, classes, activities or experiences
  - b. issue earned continuing education hours to EMS Personnel for the purposes of maintaining certification/licensure or re-establishing lapsed certification or licensure.
2. All in-service education and training programs offered for continuing education (CE) credit must comply with applicable state regulations and Alameda County [EMS Agency Policies and Procedures](#).
3. Contractor shall develop and provide, or subcontract for, in-house CE training programs designed to meet State licensure/certification requirements and EMS Agency accreditation requirements at no cost to employees.
4. Contractor shall target educational content to address local system needs. The EMS Medical Director may mandate specific continuing education program and content requirements and the EMS Agency may review and audit any continuing education programs offered by the Contractor.
5. Contractor is strongly encouraged to work with, coordinate, and make available continuing education programs to fire department personnel and non-911

system ambulance providers.

→ Accept Continuing Education Program requirements described in III.K.1.-5 by execution of Exhibit A-3(a).

**L. CLINICAL AND OPERATIONAL BENCHMARKING REQUIRED:**

Benchmarking of Key Performance Indicators (KPI) including those focused on clinical care is required. It is anticipated that the KPI will evolve with the development of the local EMS system as approved from time to time by the EMS Medical Director and EMS Director.

1. Contractor shall provide information necessary to benchmark KPIs. As described in sections [II.G.6](#) and [III.H2](#) in Exhibit A-1 Bidders shall submit their draft KPIs as a part of their proposal.
2. Other KPI benchmarking may include comparing clinical data published by the [National Association of EMS Physicians](#) or other national organizations (e.g. [EMS Compass](#)) comparing Alameda County EMS with other similarly designed clinically sophisticated systems.
3. Participation in, or publishing the results of, peer reviewed research are another strong process measure of a system's ongoing commitment to clinical sophistication. To that end, Contractor shall use best efforts over the term of the Contract to participate in out-of-hospital research. For illustration, such projects might include but are not limited to research involving:
  - a. Impact of Public Access Defibrillation (PAD)
  - b. Reduction of "at scene" time
  - c. Reduction of "at patient" time to improve time to first defibrillation or ALS intervention
  - d. Communications system research projects or other research projects as approved by the EMS Medical Director

→ Accept the Clinical and Operational Benchmarking requirements described in III.L.1.-3 by execution of Exhibit A-3(a).

**IV. MINIMUM CLINICAL LEVELS AND STAFFING REQUIREMENTS**

**M. AMBULANCE STAFFING REQUIREMENTS:**

1. **ALS Ambulances** – All ambulances rendering 911 ALS Ambulance Services to

Priority 1, 2 and 3 calls under this Contract shall be staffed and equipped to render ALS level care and transport.

2. Contractor is required to staff a minimum of one (1) County accredited Advanced Paramedic and one (1) EMT for each ALS emergency transport unit responding to Priority 1, 2 and 3 calls or any calls for which an EMS Agency-approved EMD center determines an ALS response is appropriate. (see [IV.W.4. and Table 3](#)) Responding transport units must be prepared to interface seamlessly with fire department personnel responding to the same call.
3. A paramedic shall be the ultimate responsible caregiver, but is only required to accompany patients in the back of the ambulance during patient transports where paramedic-level monitoring or care is recommended or required by protocol. An EMT may accompany patients not requiring paramedic-level monitoring or care.
4. **BLS Ambulances**
  - a. Contractor is required to staff a minimum of two (2) EMTs for all emergency ambulances responding to Priority 4 calls, or for multi-unit response, or any calls an EMS Agency-approved EMD center determines a BLS response is appropriate for according to MPDS protocols and Alameda County [EMS Agency Policies and Procedures](#).
  - b. The BLS ambulances responding to 911 calls shall comply with all requirements of the Alameda County Ambulance Ordinance and comply with all Alameda County [EMS Agency Policies and Procedures](#). BLS ambulances responding to 911 calls will have an AED and operate at the full advanced scope of EMT-Basic in California.
  - c. EMS Agency-identified mental health/behavioral, and other transport requests that do not necessitate emergency ambulance response can receive care and transport by Basic Life Support units staffed and equipped to render BLS level care and transport or, if approved, by an alternative transportation unit that is separate from and does not impact the 911 emergency ambulance deployment.

5. **Alternative Transportation Unit Plan**

Bidders shall develop and submit a plan for use of alternative transportation units for mental health/behavioral, and other transport requests that do not necessitate emergency ambulance response. Contractor shall acknowledge that it understands that the EMS Agency reserves the right to further develop and



implement such a plan in conjunction with contractor and stakeholders prior to or over the term of the contract.

6. At Contractor's sole option, ambulances that require EMT staffing may be staffed by Paramedics.

- Response and/or transport by a BLS unit when the MPDS determinant requires an ALS unit is not allowed and will result in an assessment of liquidated damages (see [Exhibit C](#)).
- Accept Ambulance Staffing requirements described in IV.M.1.-5 by execution of Exhibit A-3(a).
- Submit Alternative Transportation Unit Plan described in IV.M.5..

#### **N. WORK SCHEDULES AND HUMAN RESOURCE ISSUES - AN EMPLOYEE MATTER:**

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

1. EMTs, paramedics, EMS Supervisors, Operations Supervisors and Dispatch/System Status Supervisors shall not be scheduled to work shifts longer than 12 hours, and the absolute length of any mandated or "holdover" work assignment shall not exceed 14 hours, except during a locally proclaimed state of emergency within Alameda County (or in other jurisdictions when providing Mutual Aid).
2. EMTs, paramedics, EMS Supervisors, Operations Supervisors and Dispatch / System Status Supervisors shall complete their shift on time without holdover at least 90% of the time, as measured monthly.
3. EMTs, paramedics, EMS Supervisors, Operations Supervisors and Dispatch/System Status Supervisors shall have a minimum of least eight (8) hours off between assignments to include holdover overtime, not just the normally scheduled release hour. This includes assignments to special events, except during a locally proclaimed state of emergency within Alameda County (or in other jurisdictions when providing Mutual Aid).

- Accept the Work Schedules and Human Resource Issues requirements described in IV.N.1.-3 by execution of Exhibit A-3(a).

**O. PERSONNEL LICENSURE AND CERTIFICATION:**

1. All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California, and for Paramedics, accredited in Alameda County.
2. Contractor shall retain on file at all times copies of the current and valid EMT Certification and Paramedic License and Accreditation documentation of all emergency medical personnel performing services under the contract.
3. Contractor shall participate in the [DMV Employer Pull Notice \(EPN\) program](#). Bidder is to submit its policies for dealing with employees who have their driving licenses suspended or revoked.
4. County certification/accreditation requirements may be downloaded from the EMS Agency website at [acphd.org/ems](http://acphd.org/ems). Paramedic licensure information should be obtained from the State EMS Authority at [emsa.ca.gov](http://emsa.ca.gov).

→ Accept Personnel Licensure and Certification and Training requirements described in IV.O.1.-3 by execution of Exhibit A-3(a).

**P. PERSONNEL TRAINING**

1. The Bidder may offer additional personnel qualifications and training beyond the EMS Agency requirements. The County may add or delete requirements during the term of the contract as educational requirements change.
2. Contractor shall retain on file at all times, copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMTs performing services under this contract.
3. Training requirements at the time of this RFP include:
  - a. **Advanced Cardiac Life Support (ACLS) Certification:**

All paramedics responding to potentially life-threatening emergency medical requests shall have a current ACLS Course Completion Card, issued by the American Heart Association or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the ACLS curriculum and approved by the EMS Medical Director.
  - b. **EKG Training:**

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

c. Trauma Training:

- (1) Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in either Prehospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum, and approved by the EMS Medical Director.
- (2) Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this contract.
- (3) All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within three (3) months of hire by Contractor.

d. Pediatric Education:

- (1) Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in one of the following pediatric training programs:
  - (a) Pediatric Education for Prehospital Personnel (PEPP)
  - (b) Pediatric Advanced Life Support (PALS), or
- (2) Document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PEPP/PALS curriculum approved by the EMS Medical Director.
- (3) Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PEPP/PALS qualified paramedics performing services under this contract.
- (4) All paramedics shall be required by Contractor to obtain certification in PEPP/PALS, or have completed a comparable program within six (6) months of hire by Contractor.

e. Company Orientation:

- (1) Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and County communications centers; and ambulance and equipment utilization and maintenance. Bidders are to state the minimum hours of training and curriculum for start-up, and annual maintenance of effort.
- (2) In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement, and the billing and reimbursement process and compliance. Bidders are to state the curriculum and minimum hours of training for start-up, and annual maintenance of effort.
- (3) EMT Training: EMTs working on 911 system BLS ambulances may be the First Responders if they witness a motor vehicle accident, shooting, etc. EMTs whose previous experience has been limited to interfacility transfers may need additional training to prepare them for this role. EMTs working on ALS units may also need additional training for assisting paramedics in performing advanced skills. Describe testing and/or additional training that will be provided to ensure EMTs have these skills prior to working 911 system ambulances.  
EMTs working on 911 system ambulances must be certified in either Prehospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum, and approved by the EMS Medical Director within three (3) months of hire by Contractor. Incumbent EMT's shall receive this training within three (3) months of the Service Start Date.

f. EMS Orientation:

- (1) Contractor shall ensure that all field personnel, not employed in Alameda County at the contract start, attend Alameda County EMS

orientation in order to become accredited by Alameda County EMS. This course offers an overview of the Alameda County EMS system, review of Alameda County [EMS Agency Policies and Procedures](#), EMS documentation requirements, and CPR review. EMS will hold adequate numbers of orientation sessions(s) as needed.

- (2) Consistent with state regulations and with the approval of the EMS Medical Director, Paramedics may begin working prior to attending EMS orientation; however, the individual may only perform the State paramedic basic scope of practice and must adhere to limitations defined in EMS Policy 2000. In order to perform the Alameda County EMS local optional and expanded scope of practice the individual must complete the accreditation process.

- g. Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS)  
Training:

- (1) Contractor 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. At this time, training standards include:
  - (a) Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS-800 and SEMS
  - (b) Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS
  - (c) 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

- h. Multi-casualty Response:

Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the EMS Agency Multi-casualty Incident Plan (MCIP), which is on file at the EMS Agency, and prepare them to function in the medical portion of the Incident Command

System. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

i. Stress Management and Employee Resilience:

Contractor 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. The successful Bidder must submit plans for these programs to the EMS Director for approval before the Service Start Date.

j. Homeland Security:

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

k. Behavior Management Training:

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

l. Driver Training:

Contractor shall maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by the EMS Agency initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher courses and skill confirmation.

m. Infection Control:

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

- Accept Personnel Training requirements described in IV.P.1.-3., a-m by execution of Exhibit A-3(a).
- Describe training that will be provided to EMTs as requested in IV.P.3.e(3).

**Q. CHARACTER COMPETENCE AND PROFESSIONALISM OF PERSONNEL**

1. The EMS Agency understands that emergency medical services are often rendered in the context of stressful situations. The EMS Agency expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall address and correct any departure from this standard of conduct.
2. All persons employed by Contractor in the performance of its work, shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check.
3. It is the EMS Agency's intent in requiring a criminal record check that Contractor is aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in an EMS system. These must include, at a minimum
  - a. debarment from the federal Medicare program
  - b. felony or misdemeanor convictions related to driving under the influence
  - c. drug related offenses
  - d. sexual offenses including rape, child abuse, spousal abuse, and those criminal offenses specified in California Health and Safety Code, Section 1798.200.
  - e. felony convictions, moral turpitude, chronic or habitual use of alcohol, drugs, probation status , sanctions for unsafe driving, and other offenses specified in California Vehicle Code, Section 13372.

4. Bidder must submit for approval its policy regarding the employability and potential liability associated with employing any individual with a history of such offenses.

- Accept The Character Competence and Professionalism requirements described in IV.Q.1-3 above by execution of Exhibit A-3(a).
- Submit Employability and Liability Policies described in IV.Q.4.

## **R. INTERNAL HEALTH AND SAFETY PROGRAMS**

1. Bidder shall describe programs that will be established to enhance the safety and health of its work force. These shall include driver-training, safety and risk management training.
2. The Contractor shall provide adequate Personal Protective Equipment (PPE) to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, rescue operations, motor vehicle accidents, etc. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The EMS Agency shall have the right to approve or modify PPE including but not limited to the type, design, color and lettering in its sole discretion.
3. Personal Protective Equipment shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:
  - a. head (i.e. helmet)
  - b. eyes (i.e. helmet face shield or goggles)
  - c. ear protection
  - d. skin (i.e. high visibility, reflective, and blood borne pathogen barrier jacket and gloves designed for EMS use)
  - e. respiratory protection (i.e. face masks and N95 masks)



- Accept Internal Health And Safety Programs requirements described in IV.R.2&3 by execution of Exhibit A-3(a).
- Submit Safety Program requirements described in IV.R.1.
- Submit PPE Use Policies described in IV.R.2.

**S. EVOLVING OSHA & OTHER REGULATORY REQUIREMENTS**

1. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of the contract the Contractor shall adopt procedures that meet or exceed all requirements.
2. Contractor shall make available at no cost to its high-risk personnel health screening and all currently recommended immunizations.

- Accept OSHA & Other Regulatory requirements described in IV.S.1-2 by execution of Exhibit A-3(a).

**T. TREATMENT OF INCUMBENT WORK FORCE (if applicable)**

1. A number of dedicated highly trained personnel are currently working in the Alameda County EMS system. Employment stability within the EMS system is an important concern of incumbent employees and the EMS Agency. To ensure a smooth transition, if a change in Contractor occurs as a result of this RFP and contract award, the new Contractor, pending final medical and background clearances, and to encourage current contractor's personnel to remain with the system, will offer **all** qualified EMTs, Paramedics and frontline clinical supervisors working for the current service provider, positions with the successful Bidder's organization to continue to provide direct patient care. Contractor is encouraged to hire other currently employed personnel such as clerks and mechanics.
2. The EMS Agency expects that to attract and retain outstanding personnel, Contractor must utilize reasonable compensation methods. Contractor's economic efficiencies are not to be derived from the use of sub-standard compensation. The EMS Agency in no way intends to restrict the ingenuity of the Contractor and its employees from working out new and creative compensation (salary and benefits) programs. The EMS Agency's goal is to ensure that Contractor initially and throughout the term of the contract provides a competitive wage and benefits package to encourage employee recruitment and retention for the EMS system.

- a. The Contractor shall offer employees employment in substantially similar positions.
- b. To the extent that it is consistent with state and federal labor law, Contractor agrees that all incumbent personnel hired will retain "seniority status" earned while working in the Alameda County EMS system and seniority status will be used as criteria for "bidding" shifts, partners or other assignments.
- c. Contractor will provide a wage and benefit program that is, at a minimum, comparable to the employees' current program.
- d. Bidders are to submit all of their employment costs, per Exhibit A, (employee and employer) by individual categories such as, but not limited to, salary, individual benefit items and special pays, the aggregate of which is the total cost per employee unit hour upon which system expense projections are based.

→ Accept Treatment of Incumbent Work Force requirements described in IV.T.1&2.a-c by execution of Exhibit A-3(a).

→ Submit Employment Costs described in IV.T.2.d. and [Exhibit A – Proposal Form: Financial Bid Form](#).

## **U. RESPONSE AND TRANSPORT EXCEPTIONS AND LIMITATIONS**

1. Response
  - a. As outlined in greater detail in other sections, Contractor has an obligation to respond to all emergency medical requests in the EOA and provide ambulance transport with the exception of Mutual Aid requests.
  - b. Although Contractor's primary responsibility is to provide BLS and / or ALS ambulance transportation services, Contractor will occasionally arrive on scene in the absence of public safety responders. In such cases, Contractor shall provide first response, patient care, transportation services, and incident management until the appropriate public safety responder having primary investigative authority may arrive on scene.
  - c. Mutual aid requests are to be honored unless the Operations Supervisor or Dispatch/System Status Supervisor can verify that a given request would fundamentally cause immediate failure in a Deployment Zone. All

mutual aid refusals are to be reported to the EMS Director the next business day following the refusal.

- d. Contractor shall comply with direction regarding mutual aid which may be provided by the EMS Director or his/her designee.

2. Transport

- a. Contractor shall be required to transport patients from all areas of the EOA, in accordance with Alameda County [EMS Agency Policies and Procedures](#).
- b. Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the EMS Transport Guidelines policy.

→ Accept Response and Transport Exceptions and Limitations requirements described in IV.U.1-2 by execution of Exhibit A-3(a).

**V. OPERATIONS MANAGEMENT PROVISIONS**

1. Services Description:

- a. Contractor shall furnish 911 Ambulance Services for the entire population of the Exclusive Operating Area (EOA). All of Contractor's 911 Ambulance Services shall be provided at the ALS level, except for the response and transport of Priority 4 calls which may receive a BLS level response and transport.
- b. All medical 911 calls for EMS originating in the EOA will be referred to Contractor. Contractor shall be the sole ambulance provider authorized by the EMS Agency in the EOA covered under this RFP to provide 911 Ambulance Service, including transport from standby scenes, with the exception of Mutual Aid and disaster response.

2. 5150 and Behavioral Health Response:

- a. For California Welfare and Institutions Code section 5150 and/or behavioral/mental health calls in which a law enforcement officer (or other authorized person) requests a medical assessment, the Contractor is responsible to respond with a BLS or ALS ambulance consistent with MPDS-based directives as approved by the EMS Agency.
- b. For mental and/or behavioral health transport calls in which medical

assessment or medical care is **not** necessary, the Contractor is responsible to provide BLS transport or an alternative resource as approved by the EMS Agency.

- c. Response times for 5150 and behavioral health calls described in Section [IV.W.4. and Table 3](#) will be measured by the response time criteria described in this RFP.

→ Accept Operations Management requirements described in IV.V.1-2 by execution of Exhibit A-3(a).

## **W. RESPONSE TIME PERFORMANCE**

Ambulance response time measures in this RFP are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient situation. Response time shall be measured in minutes and integer (whole) seconds, and shall be “time stamped” upon Contractor’s receipt of the 911 call from an EMS Agency-approved EMD center.

Response time specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. The EMS Agency neither accepts nor rejects Contractor’s level of effort estimates, rather the EMS Agency accepts the Contractor’s commitment to employ whatever level of effort is necessary to achieve the clinical response time and other performance results required by the terms of the agreement as outlined in these specifications. Contractor shall endeavor to deploy ambulance resources in a manner consistent with this goal.

### **1. Ambulance Incident Dispatch Classifications:**

In accordance with policies issued by the EMS Agency Medical Director the two EMS Agency-approved EMD centers in the County (which are also Accredited Centers of Excellence (ACE)) have been successfully using the Medical Priority Dispatch System (MPDS) to identify and prioritize the resource and response time needs of incidents requiring an ambulance. The use of MPDS shall continue in Alameda County and the Bidder must demonstrate experience with the best use of MPDS, both in its proposed ambulance deployment plan as well as its integrated approach to Quality Improvement.

### **2. Response Time Performance:**

- a. Contractor's response time for 911 Ambulance Services requests originating from within the EOA shall meet the response time compliance

requirements contained in [Table 3](#). It is the philosophy of the EMS Agency that the Contractor delivers a daily deployment plan reflective of three separate and significant geographic and incident demand patterns (called Deployment Zones (DZs)) in the EOA.

- b. The County is bisected by hills and open spaces that separate the principal population clusters. The three DZs are connected by freeways that traverse open areas. Due to these limited pathways and intense traffic congestion from early morning (as early as 4:00-5:00 a.m.), to mid-evening, ambulances in one zone cannot be expected to reinforce other zones in a timely manner. Stated this way, the EOA cannot be served as if it were one large city on a grid street network.
- c. The EOA deployment requirement is for a deployment plan per DZ that is robust enough to handle the peak hours of the day for ambulance demand by ambulances assigned to each DZ. Inter-zone ambulance movement is to be kept to a minimum except in narrow boundary lines areas from one DZ to another, or to serve an incident in an open space area best reached due to traffic congestion from another zone.
- d. The EMS Agency recognizes that situations may arise that are outside the control of the Contractor. In consideration of this, no penalties will be assessed until response time compliance falls below 90% in each Measurement Category. The liquidated damages structure is explained in [IV.W.16](#) and [Exhibit C](#)

### 3. **EOA Emergency Response Zones**

- (a) For response time deployment planning, reporting and compliance purposes, there are:
  - (1) three (3) Deployment Zones (DZ), and
  - (2) three (3) Sub-zones within each DZ based on population density.
  - (3) two (2) Response Code Categories (Code 2 and Code 3)

The response areas outside of the Contractor's EOA responsibility (Alameda, Albany, Berkeley, Piedmont, and Lawrence Livermore National Laboratory) are **not** included in these zones.

- b. The three **Deployment Zones** are:
  - (1) **North** – From the northwest County line down the bayside

communities to an east/west line crossing Interstate 880 (I-880) at Industrial Boulevard, intersecting Palomares Road and continuing in the north-easterly direction to the County line.

- (2) **South** – From the line crossing I-880 at Industrial Boulevard and intersecting Palomares Road continuing southerly to Niles Canyon Road, then south-easterly along Niles Canyon Road, Paloma Way and Calaveras Road to the County line.;
- (3) **East** – Commonly called the Tri-Valley, the three cities and unincorporated areas within Alameda County east of the North and South Deployment Zones.
- (4) See [Exhibit F - Maps](#)

c. The three (3) **Subzones** are:

- (1) Metro – 2,000 or more residents per square mile
- (2) Suburban – 1,000 to 1,999 residents per square mile
- (3) Rural/Open Space - 0 –999 residents per square mile

→ Accept Response Time Performance requirements described in IV.W.1.-3 by execution of Exhibit A-3(a).

**4. Response Times and Response Code/Configuration Requirements**

MPDS Dispatch Category	Minimum Ambulance Personnel Configuration	Metro	Suburban	Rural/Open Space
		Ambulance	Ambulance	Ambulance
Priority 1	1 Paramedic 1 EMT	10:00 min.	14:00 min.	16:00 min.
Priority 2	1 Paramedic 1 EMT	12:00 min.	16:00 min.	20:00 min.
Priority 3	1 Paramedic 1 EMT	14:00 min.	18:00 min.	20:00 min.
Priority 4	2 EMTs	20:00 min.	30:00 min.	40:00 min.

**Table 3a:** Response Time Compliance Requirements – Medical Response

Dispatch Category	Minimum Personnel Configuration	Metro	Suburban	Rural/Open Space
		BLS Ambulance or Alternative Resource	BLS Ambulance or Alternative Resource	BLS Ambulance or Alternative Resource
Non-medical 5150	2 EMTs or alternative configuration	40:00 min.	50:00 min.	60:00 min.

**Table 3b:** Response Time Compliance Requirements – Non-medical 5150 Response

- a. Response times in Table 3a and Table 3b will be measured as follows:
  - (1) upon Contractor’s receipt of the call from an EMS Agency-approved EMD center.
  - (2) to the final parked location of the ambulance at the address of the emergency.
- b. Where safety reasons dictate a staging position short of the final incident address, the time arrived at staging will be the time on scene.
- c. Table 4 below shows the response configuration requirement for:
  - (1) “red lights and siren” response (Code 3), or
  - (2) “no red lights and siren” response (Code 2).
- d. For Priority 3, the Fire Department (FD) First Response is as needed and determined in accordance with MPDS. Generally, they will respond Code 3 to the subset of these 911 system generated requests for interfacility transfer originating from healthcare facilities without a Basic Emergency Department on site.
- e. For Priority 4, the Fire Department (FD) First Response is optional. If they respond, they will respond Code 2.
- f. In a Priority 1, 2 or 3 dispatch category, if information received after dispatch lowers the medical severity to Priority 4, the ambulance shall step down its Code 3 response to Code 2.

MPDS Dispatch Category	Minimum Ambulance Personnel Configuration	Metro		Suburban		Rural/Open Space	
		FD First Response	Ambulance	FD First Response	Ambulance	FD First Response	Ambulance
Priority 1	1 Paramedic 1 EMT	Code 3	Code 3	Code 3	Code 3	Code 3	Code 3
Priority 2	1 Paramedic 1 EMT	Code 3	Code 3	Code 3	Code 3	Code 3	Code 3
Priority 3	1 Paramedic 1 EMT	Response As Needed Code 3	Code 3	Response As Needed Code 3	Code 3	Response As Needed Code 3	Code 3
Priority 4	2 EMTs	Response Optional Code 2	BLS Code 2	Response Optional Code 2	BLS Code 2	Response Optional Code 2	BLS Code 2

**Table 4a:** Response Code/Configuration Requirements – Medical Response

Dispatch Category	Minimum Personnel Configuration	Metro		Suburban		Rural/Open Space	
		Response	Resource	Response	Resource	Response	Resource
Non-medical 5150	2 EMTs or alternative configuration	Non-Emergent	BLS Ambulance or Alternative Resource	Non-Emergent	BLS Ambulance or Alternative Resource	Non-Emergent	BLS Ambulance or Alternative Resource

**Table 4b:** Response Code/Configuration Requirements – Non-Medical 5150 Response

→ Agree to response times described in IV.W.4.a-b and Table 3a&b, and response configuration described in IV.W.4.c-f and Table 4a&b by execution of Exhibit A-3(a).

5. The Contractor will respond an EMS Supervisor or Operations Supervisor to specific MPDS types (e.g.: penetrating/high mechanism of injury, trauma incidents, multi-patient incidents, or incidents with a high likelihood of ALS critical intervention) as specified by the EMS Agency and/or as requested by dispatch, Incident Command, or as self-determined by the closest Supervisor. Contractor’s first arriving EMS Supervisor is recognized and accountable as the highest on scene authority for clinical decision making when present.
6. **Delayed Response – Priority 2/Priority 3/Priority 4 Call**  
Whenever delays occur for Priority 2, Priority 3 and/or Priority 4 responses due to higher Priority calls waiting, Contractor shall notify the individual/agency



requesting the lower Priority response to explain the reasons for the temporary delay, and shall furnish a realistic estimate of when service will be available. Contractor shall make every reasonable effort to reduce and eliminate delays for those utilizing services. Notification of the individual/agency does not eliminate penalties for such delays.

7. **Response Time Zone Changes**

The EMS Agency recognizes that equity in response times is largely based upon incident volume and population density. The EMS Agency has established three (3) Sub-zones based on resident population density for response time compliance measurement. If the population density of any contiguous area changes significantly, that area will be considered for reclassification for response time compliance on the next anniversary date of the contract. Response time compliance changes pursuant to this section will be modified by adjusting the then current Census Block Group map defining the response time response areas.

8. **Additional Response Time Measurements**

The EMS Agency may require Contractor to log additional times such as patient contact time, time of defibrillation, medication administration, and other instances for medical research purposes.

9. **Response Time Reporting System**

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

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**Note:** Although response times are reported monthly, response times must remain at the contractually agreed upon percentage at all times. At the end of each calendar month, the EMS Director or his/her designee, shall randomly select a date from within the last 15 days of the month and this date will be the end date of the 30-day compliance measurement period.

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10. **Calculating Response Time Changes in Call Priority**

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

- a. **Upgrades** - If a call is upgraded, prior to the arrival on scene of the emergency ambulance (e.g., from a Priority 2 to a Priority 1), Contractor's compliance and penalties will be calculated based on the shorter of:

- (1) Time elapsed from dispatch to time of upgrade plus the higher priority Response Time Standard; or,
    - (2) The lower priority Response Time Standard.
  - b. **Downgrades** - If a call is downgraded prior to arrival on scene of the emergency ambulance (e.g. from a Priority 2 to a Priority 4), Contractor's compliance and penalties will be determined by:
    - (1) If the time of the downgrade occurs after the emergency ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or
    - (2) If the time of the downgrade occurs before the emergency ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of the EMS Director or his/her designee, the longer standard will apply.
  - c. **Reassignment En route** - If an emergency ambulance is reassigned en route or turned around prior to arrival on scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.
  - d. **Canceled Calls** - If an assignment is canceled prior to arrival on scene by the emergency ambulance, compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.
11. **Each Incident a Separate Response** - Each incident will be counted as a single response regardless of the number of units that are utilized. The response time of the Contractor's first arriving emergency ambulance will be used to compute Contractor's response time for that incident. This includes ambulance response from an entity requested to provide Mutual Aid for the Contractor.
12. **Response Time Exemptions**
- a. Contractor shall maintain sufficient resources to achieve the specified response time standards. Contractor shall be responsible for prudent and

reasonable planning and action related to system deployment. This may include but is not limited to deploying additional unit hours of ambulance coverage for holidays, special events, and weather-related emergencies including periods of excessive heat or cold, etc., to accommodate related additional workload. Contractor shall maintain mechanisms for surge capacity in each of the three Deployment Zones should a temporary system overload persist.

- b. In the monthly calculation of Contractor's performance to determine compliance with response time standards, every request from an EMS Agency-approved EMD center originating within the Contractor's assigned EOA shall be included except:
  - (1) **Significant Multi-Casualty Incident or Declared Disaster** - The response time requirements may be suspended during a multi-casualty incident (as defined by Alameda County [EMS Agency Policies and Procedures](#), or declared disaster in Alameda County, or a declared disaster in a neighboring jurisdiction to which ambulance assistance is being requested. Any suspension of response time requirements is subject to the approval of the EMS Director or his/her designee.
  - (2) **Dispatch Delay or Inaccuracy** – If the Contractor receives inaccurate or delayed dispatch information from an EMS Agency-approved EMD center, the Contractor will not be held responsible for a delayed response time if the delay is directly attributable to the information provided by the EMD center(s).

### 13. Exemption Request Process

- a. Contractor may request that a response be excluded from the calculation of Response Time Standards, if that call meets the criteria defined in section 12 above. Contractor must provide detailed supporting documentation for the request for each response in question to the EMS Director or his/her designee and request that the response be excluded from the calculations and late penalties. The request shall include sufficient proof of associated reasonable and prudent planning as stipulated in 12a above.
- b. Each request must be received by the EMS Director or his/her designee no later than within five (5) days of the end of the month of occurrence.

- c. The EMS Director or his / her designee shall grant or deny exceptions to performance standards and shall so advise the Contractor.
- d. Contractor shall submit, and the EMS Director or his / her designee will respond to, exemption requests utilizing the County's customized Online Compliance Utility (OCU) provided by FirstWatch. An alternative mechanism may be specified or approved for use in the sole discretion of the EMS Director.

**14. Reporting Procedures**

- a. Response time performance reporting requirements and documentation of incident time shall include, but is not limited to:
  - (1) time call received by EMS Agency-approved EMD center from PSAP
  - (2) time call received by Contractor
  - (3) time location verified
  - (4) time ambulance crew assigned
  - (5) time en route to scene
  - (6) arrival at scene time
  - (7) arrival at patient
  - (8) total on-scene time
  - (9) time en-route to transport destination
  - (10) total time to transport to destination
  - (11) arrival time at the destination
  - (12) time of patient transfer to receiving personnel
  - (13) time available at the destination (i.e. return to in service status)

These reporting requirements may change from time to time at the sole discretion of the EMS Agency.

- b. Other times may be required to document specific activities such as arrival at patient's side, time(s) of defibrillation, administration of treatment(s) and medication(s), and other instances deemed important for clinical monitoring or research activities. All times shall be recorded on the Electronic Patient Care Record (ePCR) and in the CAD system(s) approved by the EMS Agency.

- c. Contractor must synchronize its clocks with the clocks of the EMS Agency-approved EMD centers.
  - d. Contractor may request response time correction(s) of arrival at scene time(s). In all incidents where the crew fails to report their arrival at scene, the time of the next recorded communication from the crew or other on scene personnel that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Alternatively, at scene time may be validated by CAD timestamp or Geographic Positioning System (GPS) based Automatic Vehicle Location (AVL) technology playback.
  - e. Each response time correction request must be timely submitted to the EMS Director or his/her designee at the earliest opportunity and no later than within five (5) days of the end of the month of occurrence.
  - f. The EMS Director or his / her designee shall grant or deny exceptions to performance standards and shall so advise the Contractor.
  - g. Contractor shall submit and the EMS Director or his / her designee will respond to time correction requests utilizing the County's customized Online Compliance Utility (OCU) provided by FirstWatch. An alternative mechanism may be specified or approved for use in the sole discretion of the EMS Director.
15. **Response Time Performance Report** - Within ten (10) days following the end of each month, or sooner if required by the EMS Director, Contractor will provide the EMS Agency with a report containing information as specified in [IV.W.14.a](#). Contractor and EMS Agency shall use response time data in an on-going manner to evaluate Contractor's performance and compliance with response time standards in an effort to continually improve response time performance levels.
- a. Response Time Compliance is based on the percent of on time responses for each of the 18 Measurement Categories in [Table 5](#), below.
  - b. If Response Time Compliance is below 90% in any Measurement Category, Contractor shall identify the causes of failures of performance in each such Category, and shall document efforts to eliminate these problems on an on-going basis.
  - c. Liquidated Damages Provisions Intent

- (1) It is the goal of the EMS Agency to deliver the expected clinically-driven response times to all incidents 90% of the time. An allowance of 10% for isolated instances of individual deviations of response times is built into the response time measures. These 10% occurrences are considered instances of minor non-compliance within the contract's terms.
- (2) Repetitive pattern failures of response time compliance (see section [IV.W.16.f](#)), which go uncorrected after detection, will result in severe penalties up to a declaration of material breach of the contract. The financial penalties are designed to be a deterrent serving to ensure proper deployment of the system 24 hours a day, 7 days a week, 52 weeks per year.
- (3) The goal of liquidated damages is to bring serious attention to needed corrections, after a detection and warning period. Damages are designed to cost more than the correct deployment should have cost. Stated this way, a contractor planning to under-deploy and pay small, but cumulative penalties is not providing an acceptable business practice to the County.

→ Accept the Response Time Performance Report requirements described in IV.W.1-15 by execution of Exhibit A-3(a).

16. **Liquidated Damages Paid to the County** are as follows and are summarized in [Exhibit C](#).

The successful Bidder understands and agrees as shown by submitting a response to this RFP that the failure to comply with any time, performance or other requirements in this RFP or the final contract will result in damage to the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Bidder and County agree to the liquidated damages specified in the RFP and the final contract. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County. It is also expressly understood and agreed that County's remedies in the event of the successful Bidder's breach or any noncompliance, are not limited to this RFP or the final contract liquidated damages provisions.

The EMS Agency shall invoice the Contractor for Liquidated Damages and the invoice shall be paid within 30 days of the date the invoice is received. **Chronic failure to comply with the response time requirements may constitute a material breach of contract.**

- a. **Failure to Meet Minimum In-Service Equipment/Supply Requirements -**  
The EMS Agency may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service equipment or vehicle maintenance and safety check log requirements contained in State Law and/or the EMS Agency's Ambulance Equipment and Supply policy, the EMS Agency may:
- (1) Immediately remove the ambulance from service until the deficiency is corrected, if the missing item is deemed a critical omission or safety hazard to the crew or public.
  - (2) Subject the Contractor to **\$1,000** in liquidated damages for each omission that does not rise to the level of removing the unit from service.
  - (3) For violations that result in the unit being removed immediately from service, the liquidated damages shall be **\$10,000**. In addition, a written plan to prevent reoccurrence shall be submitted to the EMS Director or his/her designee within three (3) days from the occurrence.
- b. **Failure to provide on-scene time -** Contractor shall pay **\$500** every time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the assessment, may demonstrate to the satisfaction of the EMS Director or his/her designee an accurate on-scene time.
- In addition to assessment of liquidated damages, where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.
- c. **Failure to Respond –** Excessively prolonged response times are unacceptable to the EMS Agency and constitute a Failure to Respond

consistent with the intent of the specifications within this RFP. Contractor shall pay **\$50,000** for each failure by the Contractor to provide an ambulance on-scene within two hundred and fifty percent 250% of the Response Time Compliance Requirement to any location within the EOA where a medical response has been requested by an EMS Agency-approved EMD center. Payment of such liquidated damages does not release Contractor of any other liability from its failure to respond.

- d. **Failure to enter the approved “short version” ePCR** at the receiving hospital, on patients for whom an ePCR is essential, before returning to service. Contractor shall pay **\$500** per incident.
- e. **Failure to provide timely reports** dealing with Contractor’s performance during the prior month as it relates to the clinical, operational and financial performance within twenty (20) days after the last day of that calendar month. Contractor shall pay **\$500** per report per day for each report received after the specified due date.
- f. **Failure to meet response time requirements**
  - (1) The assessment of liquidated damages should be used by the Contractor as a signal to immediately identify and rectify problems that lead to delayed response. Continued failure to meet response time standards may be considered a Material Breach of the contract.
  - (2) Contractor shall pay liquidated damages each and every month that Contractor fails to comply with the response time requirements based on the percent of compliance for each of the 18 Measurement Categories in [Table 5](#), below.
    - (a) Response time compliance is based on the percentage of the time Contractor arrives on scene for calls in each Measurement Category within the time limits specified in [Table 3](#). If ambulances are not on time least 90% of the time, that compliance Measurement Category fails for the 30 day period being measured.
    - (b) For each Measurement Category, if there are not at least 100 calls to be measured, measurement of compliance will be postponed until the 100 call minimum is reached. Following



the measurement of compliance based upon performance to the 100 accumulated calls, the call count for that Measurement Category will reset to zero.

- (c) Contractor shall attain 90% compliance in each of the 18 Measurement Categories (see [Table 5](#)).

<b>North DZ</b> (6 Measurement Categories)	Metro	Code 2	Suburban	Code 2	Rural/ Open Space	Code 2
		Code 3		Code 3		Code 3
<b>South DZ</b> (6 Measurement Categories)	Metro	Code 2	Suburban	Code 2	Rural/ Open Space	Code 2
		Code 3		Code 3		Code 3
<b>East DZ</b> (6 Measurement Categories)	Metro	Code 2	Suburban	Code 2	Rural/ Open Space	Code 2
		Code 3		Code 3		Code 3

**Table 5:** Response Time Measurement Categories

- (3) Monthly response time reporting will clearly identify failure to meet the response time requirement in any Measurement Category
  - (a) The following steps outline escalating penalties based on failure to correct non-compliance with response times. These are referred to as repetitive pattern failures. Repetitive patterns include but are not limited to inadequate unit hour deployment, staffing outliers, and trends in compliance/non-compliance (i.e., by DZ(s)/Sub-zone(s)/Measurement Category or Categories).
  - (b) Response time warnings, liquidated damages, and cure notice time frame clocks shall be per each of the 18 total Measurement Categories identified in [Table 5](#). Thus it is possible for the Contractor to have multiple corrective plans and damages clocks running simultaneously.
  - (c) On the first occurrence noted for one or more Measurement Category, the EMS Agency will give notice to the Contractor and require development and implementation of a corrective action plan within 15 days of Contractor notification.

- (d) The corrective action plan shall identify the problem(s) that led to the compliance deficiency and the steps being taken to correct the problem(s). The plan shall be reviewed and approved by the EMS Director and EMS Medical Director.
- (e) If within 30 days of the start of implementation of a corrective action plan, the non-compliance issue repeats, liquidated damages of **\$30,000** shall be levied or a fine equal to the actual amount that is the identified cost of the under-deployed unit hours will be imposed, whichever is greater.
- (f) If non-compliance recurs in any running 60-calendar-day period, and the occurrences in hours and/or days are in a repetitive pattern, liquidated damages will be **\$60,000** or twice the amount that is the identified cost of the under-deployed unit hours, whichever is greater.
  - (i) For three consecutive monthly repetitive pattern failures, liquidated damages will be **\$120,000** or three (3) times the amount that is the identified cost of the under-deployed unit hours, whichever is greater.
  - (ii) For four consecutive monthly repetitive pattern failures, in addition to liquidated damages of **\$250,000**, at the discretion of the EMS Director a recommendation may be made to the Board of Supervisors to find Contractor in Material Breach of the Contract and pursue termination and any other available remedies.
  - (iii) Repetitive failures within a 6 month period that are not consecutive but liquidated damages total more than \$90,000 will result in the Contractor being on probation to stop monthly occurrences within the following quarter. Failing to do so within the following three month period will result in an additional assessment of \$90,000 in liquidated damages and at the discretion of the EMS Director a recommendation may be made to the Board of Supervisors to find Contractor in Material Breach of the contract.

Repetitive failures within a 12 month period that are not consecutive but liquidated damages total \$300,000 or more may result in the EMS Director recommending to the Board of Supervisors to find the Contractor in Material Breach of Contract.

- Accept liquidated damages requirements for Failure to Meet Minimum In-Service Equipment/Supply Requirements described in IV.W.16.a.(1)-(3) by execution of Exhibit A-3(a).
- Accept liquidated damages requirement for Failure to Provide On-Scene Time described in IV.W.16.b by execution of Exhibit A-3(a).
- Accept liquidated damages requirement for Failure to Respond described in IV.W.16.c by execution of Exhibit A-3(a).
- Agree to report Failure to Respond described in IV.W.16.c and as required by the Contract by execution of Exhibit A-3(a).
- Accept liquidated damages requirement for Failure to Enter the Approved "Short Version" ePCR described in IV.W.16.d by execution of Exhibit A-3(a).
- Accept liquidated damages requirement for Failure to Provide Timely Reports described in IV.W.16.e by execution of Exhibit A-3(a).
- Accept liquidated damages requirement for Failure to Meet Response Time Requirements by Measurement Category described in IV.W.16.f.(1)-(3) by execution of Exhibit A-3(a).
- Acknowledge that payment of liquidated damages shall occur within thirty (30) days of receipt of invoice from County and does not relieve the Contractor of responsibility for compliance with requirement described in IV.W.16.a.-f by execution of Exhibit A-3(a).

g. **Additional Damages Provisions** – If the EMS Agency determines a performance breach has occurred that is not addressed in the requirements above, the EMS Director may require Contractor to submit a corrective action plan upon notice. If the breach is not corrected within the time frame approved by the EMS Director, Contractor may be subject to additional liquidated damages or a finding of Material Breach.

h. **Damages Disputes**

The assessment of liquidated Damages is initially determined by the EMS Agency contract compliance specialist. Contractor may appeal to the EMS Director in writing within (10) days of receipt of notification from the imposition of any damages or damages calculation. The EMS Director will review all such appeals and make the decision to eliminate, modify, or maintain the appealed liquidated damages. The EMS Director's decision

shall be final.

- Accept the Additional Damages Provisions described in IV.W.16.g by execution of Exhibit A-3(a).
- Accept the Damages Disputes requirements described in IV.W.16.h by execution of Exhibit A-3(a).

## X. VEHICLE AND EQUIPMENT REQUIREMENTS

1. Contractor shall provide and maintain all ambulances, support vehicles, on-board medical supplies/equipment, on-board mobile voice and data equipment compatible with County systems, office facilities and furnishings, and voice/IT equipment to be used by Contractor to perform its 911 Ambulance Services. All costs of maintenance including parts, supplies, spare parts, and costs of extended maintenance contracts shall be the responsibility of the Contractor.
  - a. **Ambulances** - All ambulances shall meet the standards of the [California Code of Regulations, Title 13, Division 2, Chapter 5, Article 1](#).
  - b. **Supervisor Vehicles** - All supervisor vehicles shall be Code-3-equipped, 4-wheel-drive, SUV-type vehicles, with front and rear command consoles, with the capability to carry all supplies necessary to function as an ALS First Responder in accordance with EMS Agency Policies and Procedures.
  - c. **Vehicle Markings**
    - (1) Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.
    - (2) Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1901 (2016) for vehicles contracted for on or after January 1, 2016.
    - (3) Ambulances and supervisor vehicles used in providing services shall bear the markings "Alameda County Emergency Medical Services" in at least four (4) inch letters on both sides and state the level of service on both sides.
    - (4) Vehicles shall display the "911" emergency telephone number but shall not display any other telephone number or advertisement.

- (5) Ambulance and supervisor vehicles shall be marked to identify the name of the Contractor.
- (6) The EMS Agency shall have the right to approve or modify the overall design, color, and lettering used for emergency response vehicles and equipment in its sole discretion.

d. **Equipment**

Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and communications equipment utilized by Contractor will meet or exceed the minimum requirements of the EMS Agency's Ambulance Equipment and Supply policy and shall be specifically approved by the EMS Director prior to purchase. A list of the on-board equipment and medical equipment and supplies required by the EMS Agency can be found in the [EMS Agency Policy and Procedure manual](#).

Contractor agrees that equipment and supply requirements may be changed with the approval of the EMS Director due to changes in technology, regulations, or for other appropriate reasons.

→ Accept the Vehicles and Equipment requirements described in IV.X.1.a-d by execution of Exhibit A-3(a).

2. **Vehicle and Equipment Maintenance**

- a. Contractor shall maintain all vehicles in good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.
- b. Contractor shall be responsible for all maintenance of ambulances, support vehicles and on-board equipment used in the performance of its work. The EMS Agency requires that all ambulances and equipment used in the performance of the contract be maintained in an excellent manner. Any ambulance, support vehicle and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function,

or the safety of the operators or the public, must immediately be removed from service.

- c. Ambulance replacement shall occur on a regular schedule and the Bidder shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System.
- d. The appearance of ambulances and equipment impacts customers' perceptions of the services provided. Therefore, the EMS Agency requires that ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, determined at the sole discretion of the EMS Director, be removed from service for repair without undue delay.
- e. Contractor must ensure implementation of an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance 911 Ambulance Services by:
  - (1) utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances,
  - (2) developing and implementing standardized maintenance practices, and
  - (3) incorporating an automated electronic maintenance program record keeping system.
- f. Contractor shall comply with or exceed the maintenance standard as outlined in the [Accreditation of Ambulance Services](#) published by the Commission on Accreditation of Ambulance services.
- g. Contractor shall maintain all bio-medical equipment to manufacturer's recommendations or [The Joint Commission](#), or the equivalent, standard and shall be updated annually. All costs of compliance testing, maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at the Contractor's expense.

→ Accept the Vehicles and Equipment Maintenance requirements described in IV.X.2.a-g by execution of Exhibit A-3(a).

## Y. DISPATCH AND COMMUNICATION SYSTEMS

### 1. Dispatch System

In the current state of the EMS system, ACRECC as an EMS Agency-approved EMD center provides and maintains all equipment and software necessary to receive all requests for 911 Ambulance Services within the County arising from Public Safety Answering Points (PSAPs). With the exception of the City of Oakland, as soon as a call is determined to be a medical call within the Contractor's EOA, PSAPs pass the call to ACRECC. ACRECC provides EMS call intake functions, MPDS coding and prioritization.

Requests for 911 Ambulance Services within the City of Oakland are passed to ACRECC following call intake and MPDS coding by Oakland Fire Department's EMS Agency-approved EMD center. ACRECC prioritizes these calls for ambulance response.

Both ACRECC and Oakland Fire Department also provide pre-arrival instructions according to Emergency Medical Dispatch (EMD) protocols.

All EMD services including EMD driven response resource configuration, mode and prioritization are provided under the approval of the EMS Medical Director.

Under an agreement between the current contractor and ACRECC, ACRECC provides ambulance dispatch utilizing its CAD as well as system status management (SSM) on behalf of the contractor. The current contractor provides SSM software and other technological infrastructure used by ACRECC to coordinate service in accordance with the contractor's SSM plan and requirements. The Contractor retains responsibility for response time compliance.

- a. EMD functions including the provision of pre-arrival instructions as approved by the EMS Medical Director will continue to be provided by EMS Agency-approved EMD centers.
- b. Contractor will continue to retain full responsibility for all performance as specified within this RFP. This includes but is not limited to ensuring resource deployment within the Contractor's specifications and specific deployment plan as provided or directed by the Contractor.
- c. Certain efficiencies in dispatch and the associated integration of field operations amongst various contractors providing service to the EMS Agency may be intrinsic to the existing structure of the dispatch system.

Contractor shall therefore consider with due diligence retaining the provision of SSM and dispatch services by ACRECC. All verbal radio communications employed in Contractor's delivery of services shall be via the East Bay Regional Communications System (EBRCS).

- d. Contractor may either directly deliver SSM and dispatch services or provide these services in collaboration with one of the EMS Agency-approved EMD centers. All personnel delivering SSM and dispatch services shall be Emergency Medical Dispatcher (EMD) certified by the International Academies of Emergency Dispatch.
- e. Contractor shall propose in detail its preferred model to deliver SSM and dispatch services including the cost, structure and organizational relationship of personnel to provide the services, as well as the ownership and linkage(s) of all associated software and technologies to be utilized.
- f. Should Contractor propose to provide SSM and dispatch services in conjunction with an EMS Agency-approved EMD center, SSM and dispatch functions as well as the personnel providing these services shall be physically located within the EMD center and amongst other personnel working therein so as to enable immediate face-to-face communication should it be required. This includes the Contractor's Dispatch/System Status Supervisor(s) who are fully authorized to act on its behalf in controlling SSM and dispatch functions.
- g. Should Contractor propose to provide SSM and dispatch services in conjunction with an EMS Agency-approved EMD center, Contractor is required to submit with its bid a letter of commitment to provide service from the selected center, as well as the corresponding agreement to be executed by the parties thereto. Following approval by the EMS Agency in its sole discretion, Contractor will be required to enter into an agreement with the chosen EMD center for the term of the eventual Contract and any extensions, and to directly reimburse the EMD center for the cost of the services provided. Contractor should confirm that the charges negotiated reflect no more than the actual cost of providing the specified services to Contractor.
- h. Control of the medical communications system and dispatch is vested in the LEMSA. Accordingly, the EMS Agency reserves the right in its sole discretion to change the associated structure within the local EMS system.



While the EMS Agency is not suggesting and will not consider alternative models to those presented as options via the specifications outlined in this RFP at the present time, Contractor shall cooperate, collaborate and negotiate in good faith with the EMS Agency to assume all EMD, SSM and medical dispatch functions should the EMS Agency so desire in the future.

- Accept the Dispatch System requirements described in IV.Y.1.a-h by execution of Exhibit A-3(a).
- Describe the proposed Deployment Plan for ambulance dispatch described in IV.Y.1.b for Alameda County.
- Describe the Bidder's System Status Management and Dispatch process described in IV.Y.1.d-h as used in other operations/communities and as proposed for use in Alameda County.  
(See [Exhibit D](#))

## 2. **Communication System Equipment and Management**

- a. Contractor shall be responsible for providing mobile radio equipment and cellular phones on each ambulance and supervisor vehicle to the specifications called for in section Y.2. Contractor must utilize the 800 MHz, regional public safety East Bay Regional Communications System (EBRCS), and will be 100% responsible for the cost of access to the EBRCS, as well as maintenance, repair, and replacement of all mobiles, base stations, and portable radios.
- b. Contractor shall be responsible for obtaining all radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system, which will enable Contractor to effectively receive and transmit communications. This includes ensuring communication interoperability with County EMS approved EMD centers, public safety provider agencies, hospitals and its ambulance and supervisor units deployed throughout the EOA.
- c. Contractor shall be capable of receiving and replying to requests for 911 Ambulance Services by voice and data linkage. Contractor's communications system shall be capable of receiving and transmitting all communications necessary to provide 911 Ambulance Services pursuant to the contract.
- d. Dispatch System – Should Contractor propose to provide SSM and dispatch services in conjunction with an EMS Agency-approved EMD center,

Contractor shall be responsible for the costs of any modifications to the computer aided dispatch system that Contractor determines necessary to effectively monitor, deploy, redeploy, and manage its ambulance resources. Contractor shall be responsible for the full costs of all systems necessary, including its Computer Aided Dispatch (CAD) technology should Contractor elect to directly provide SSM and dispatch services.

- e. Contractor shall be responsible for all costs associated with its choice of and linkage into the EMS Agency-approved EMD center CAD system(s) for deployment management/measuring software, hardware, and network connections.
- f. Contractor's mobile and portable radios must have very high frequency (VHF) Mutual Aid Frequencies (P25 System - all phases) and must be able to communicate on 700/800 MHz and VHF frequencies. Each EMT, paramedic and supervisor shall be issued a portable radio, carry it on his or her person and continuously monitor the appropriate channel(s) at all times while on duty.
- g. Contractor shall equip each ambulance and supervisor's vehicle with a mobile gateway that shall provide wireless access to CAD and billing system data.
- h. Contractor shall be 100% responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, mobile data terminals, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, or cellular accounts.
- i. Other Contractor Communication Requirements - In addition to the above dispatch requirements, the Contractor shall meet the following requirements on all ambulances and supervisor units:
  - (1) Communications Equipment - Contractor shall provide cell phones for direct landline communications with the base hospital, receiving hospitals, Dispatch Centers and other necessary personnel or agencies.
  - (2) California On-Scene Emergency Coordination Radio System (CALCORD) - Contractor shall equip all ambulances and supervisory vehicles with radio equipment suitable for operation on CALCORD.
  - (3) Hospital Communication Equipment - Contractor shall equip all

ambulances and supervisory vehicles used in providing service under the contract with radios for communication with receiving hospital and for ambulance-to-hospital communications.

- (4) Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff regarding the patient.
- (5) Transmission of 12-Lead EKG - Contractor shall install necessary communications equipment in all of its ALS ambulances capable of transmitting 12-lead electrocardiograms to receiving facilities, in accordance with EMS Agency specifications.
- (6) Automatic Vehicle Locator (AVL) - Contractor will install and maintain AVL devices on all of its ambulances used within the Alameda County EMS system. The AVL system must be compatible and be able to be interfaced with the computer aided dispatch system(s) and other technology used for SSM, dispatch and response time reporting.

- Accept the Communication System Equipment and Management requirements described in IV.Y.2.a-i by execution of Exhibit A-3(a). In so doing, Contractor acknowledges that all such equipment, linkages and management plans are subject to the approval of the EMS Agency in its sole discretion.
- Describe the Communication Equipment to be used to provide services described in IV.Y.2.a-i.

## **Z. DATA AND PATIENT CARE REPORT**

### **1. Data and Reporting Requirements**

The success of any EMS system is predicated upon its ability to both measure and manage its affairs. The EMS Agency will require Contractor to provide detailed operations, clinical and administrative data in a manner that facilitates its analysis.

The dispatch computer(s) used for system status management and deployment shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. The Contractor shall have access to all data maintained by the CAD system(s) as necessary to analyze demand, determine deployment procedures and comply with the EMS Agency's reporting

requirements.

- Describe the CAD system to be used by Bidder showing how it meets the requirements described in IV.Z.1.
- Describe the process to be used for maintaining the CAD system's geographical database including the process for identifying and correcting errors.

## 2. Performance Data and Reporting

- a. Contractor shall propose and provide, at its cost, a data reporting system for the near real-time evaluation of performance and response time data as specified and approved by the EMS Agency. This system shall enable web-based access by the EMS Agency and others whom the EMS Director may authorize.
  - i. Standardized reports shall be provided to the EMS Agency in accordance with its standards. Contractor will collaborate with the EMS Agency to provide routine and ad hoc reports.
  - ii. Contractor shall provide the EMS Agency 24 hour access to the system for the purpose of monitoring performance and compliance, as well as general and quality improvement data analysis and syndromic surveillance. Monitoring dashboards shall be configured to the extent possible as specified by the EMS Agency.
  - iii. Contractor shall provide access to various monitoring systems, including but not limited to CAD, AVL, mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at the EMS Agency and County Emergency Operations Center (EOC). Contractor shall also ensure remote access to same for authorized personnel as specified by the EMS Director at Contractor's cost.

- Accept the Performance Data and Reporting requirements described in IV.Z.2.a.i-iii by execution of Exhibit A-3(a).

## 3. Patient Care Record (ePCR) and Assignment Data

- a. Contractor is 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-transports. The ePCR shall be accurately completed to include all information required in

[California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100170 and 100171.](#)

- b. The ePCR system must have the capability of mobile data entry in Contractor's ambulances 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. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities, including hospitals, in an HL7 format.
- c. The ePCR system shall have the capability to:
  - 1. **Search** a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field
  - 2. **Alert** the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support
  - 3. **File** the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record
  - 4. **Reconcile** the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system
- d. The EMS Agency approved ePCR shall be completed for all patients and entered by the end of the crew's shift. Contractor shall 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- transports. Contractor will provide electronic ePCR data to the EMS Agency, and EMSA, 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.

- e. The EMS Agency approved “short version” 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 listed below:
- CPAP
  - Intubation
  - King LTD
  - Needle Decompression
  - Albuterol
  - Amiodarone
  - Assisted Ventilation
  - Atropine
  - BVM
  - Calcium Chloride
  - CPR (Manual or Mechanical)
  - Defibrillation
  - Dopamine
  - Epi (1:1000 & 1:10,000)
  - Intraosseous
  - Pacing
  - Res-Q-POD
  - ROSC
  - Sodium Bicarb
  - STEMI Alert
  - Stroke Alert
  - Trauma Activation
  - Versed
- f. In addition to the Critical patients listed above, a short version ePCR is essential for patients who meet the following criteria. Patients for whom a PCR is essential are:
- (1) STEMI patient transported to any facility, including a Cardiac Receiving Center
  - (2) Stroke patient transported to any facility, including a Stroke Center
  - (3) Any Priority 1 patient, or equivalent
  - (4) Any emergent (lights & siren) return to the hospital
  - (5) Any patient who is unable, for any reason, to provide a history
  - (6) All patients aged 10 or less
- g. Short Version ePCR requirements:
- (1) Location of incident
  - (2) Patient name
  - (3) Residence
  - (4) Age
  - (5) Weight
  - (6) General assessment

- (7) Past medical history
  - (8) History of present illness/ injury
  - (9) Mechanism of injury
  - (10) Medications
  - (11) Allergies
  - (12) Physical assessment
  - (13) Vital signs (BP, Pulse, Respirations, Skin signs, SpO<sub>2</sub>)
  - (14) Treatment administered
  - (15) Response to treatment
  - (16) Narrative
  - (17) Glasgow Coma Scale
  - (18) Approximate time of patient contact
- h. In addition to the Short Version ePCR, a fully completed ePCR must be finished by the crew by the end their shift.
- i. Contractor shall identify files or PCRs for trauma, cardiac arrest, STEMI and / or stroke patients based upon the County's triage criteria). Contractor shall be required to provide other data points that may be reasonably requested, including any needed modifications to support EMS system data collection.
- j. As health information systems evolve, the Contractor will work with the EMS Agency and local hospitals to establish, a Health Information (Data) 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. Cost of development and implementation will be shared between the hospitals, Contractor and EMS Agency by mutual agreement. If the Contractor has experience with HIE, Bidder proposals shall include the method and capacity for establishing a HIE. This experience will not be part of the CSC scoring process.

- Accept the Patient Care Record (ePCR) and Assignment Data requirements described in IV.Z.3.a.-i by execution of Exhibit A-3(a).
- Describe Bidder's experience, including method and capability, in establishing HIE, if applicable, and as described in IV.Z.3.j.

## AA. RECORDS AND REQUIRED REPORTS

### 1. Records

Contractor shall complete, maintain and provide to the EMS Agency adequate electronic and paper records and documentation to demonstrate its performance compliance and to aid the EMS Agency in improving, modifying, and monitoring the EMS system including, but not limited to, procedures and medication administration

2. Contractor must update the electronic data collection system to reflect new Alameda County EMS Agency policies and procedures within 90 days following notification by EMS Agency.

### 3. Monthly Reports Required

Contractor shall provide, within fifteen (15) days after the first day of each calendar month, required final reports dealing with its performance during the preceding month as it relates to clinical, operational and financial performance. (See AA, 4 below)

### 4. Required Reports:

Contractor shall document and report to the EMS Director in writing in a form required by the EMS Director. Response time compliance and customer complaints/resolutions shall be reported monthly. Reports other than response time compliance and customer complaints/resolutions may be required less frequently than monthly. If a change is made to the required reports, frequency or due dates, the EMS Agency will notify Contractor at least two months prior to the change. Contractor shall provide, at Contractor's expense, any report requested by the EMS Director, in a form and specificity acceptable to the EMS Director, which shall minimally include:

- (a) **Financial Statements** - For the Contractor's Alameda County operation:
- (1) Monthly Income Statement (from Gross Revenues).
  - (2) Monthly operating costs.



- (3) Monthly Balance Sheet.
- (4) Monthly Cash Flow Statement.
- (5) Monthly Accounts Received by Pay Source Report, with aging.
- (6) Post-Employment Benefits Costs, if any.
- (7) For the Alameda County operation and (if applicable) for the parent organization: Annual financial statement, prepared by an independent CPA, who is approved by the EMS Director.

(b) **Clinical**

- (1) Continuing education reports
- (2) Summary of clinical/service inquiries and resolutions
- (3) Summary of interrupted calls due to vehicle/ equipment failures
- (4) A list of trauma transports, by city or unincorporated area and by hospital, including all times necessary to calculate every response time, on-scene time, and transport to hospital time.
- (5) Contractor shall capture 12 Lead and dynamic cardiac arrest reports and make them a part of the ePCR.

(c) **Deployment and Operational:**

- (1) Calls and transports, by MPDS priority to include determinant, for each Deployment Zone, Sub-zone, and Measurement Category.
- (2) A list of each and every call, sorted by each Deployment Zone, Sub-zone, and Measurement Category where there was a failure to properly record all times necessary to determine the response time and/or meet the response time requirement.
- (3) A list of mutual aid responses sent and received.
- (4) Canceled responses and / or transports following arrival at scene.
- (5) Exception reports and resolution.
- (6) Penalties and exemptions.

- (d) **Response Time Compliance** - A list of every emergency call dispatched including all associated times and clear indication for each of whether Contractor did or did not meet the response time standard. The report must be sorted by each Deployment Zone, Sub-zone and Measurement

Category. For each such call in which the response time standard was not met, the time by which the standard was exceeded shall be documented.

(e) **Response Time Statistical Data** - Within 10 days following the last day of each calendar month, Contractor and the EMS Agency will receive response compliance reports from the County EMS data warehouse contractor in a computer readable format approved by the EMS Director and suitable for statistical analysis for all ambulance responses originating from requests to the County's PSAP centers. These records are to include the following data elements:

- (1) Unit identifier
- (2) Location of call – street address
- (3) Location of call – City or unincorporated community
- (4) Location of call – longitude and latitude
- (5) Location of call – Deployment Zone and population density area
- (6) Nature of call (EMD Code)
- (7) Code to scene
- (8) Time call received
- (9) Time call dispatched
- (10) Time unit en route
- (11) Time unit on-scene
- (12) Time unit en route to transport destination
- (13) Total time to transport to destination
- (14) Arrival time at the destination
- (15) Time of patient transfer to receiving personnel
- (16) Time available at the destination (ie. return to in service status)
- (17) Outcome (dry run, transport)
- (18) Receiving hospital / destination
- (19) Code to hospital / destination
- (20) Major trauma

(21) Number of patients transported

- (f) **Personnel Reports** - Contractor shall provide County with a list of all EMTs and Paramedics currently employed by Contractor as of the date of the contract, and monthly thereafter and shall update that list whenever there is a change throughout the year. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report and address turnover to the satisfaction of the EMS Director.

The personnel list shall include, at a minimum:

- (1) Name
- (2) California Paramedic license number and expiration date or EMT certification number and expiration date
- (3) Expiration date of all required courses
- (4) California Driver's License number
- (5) Residential address
- (6) Email address

- (g) **Community** - Contractor shall provide an annual Community report to include:

- (1) Number of conducted community education events
- (2) Public relations activities
- (3) Employee recognition

- (h) **Other Reports** - Contractor shall promptly provide County with such other reports and records as may be reasonably required by the EMS Director. These records include copies of any memos and / or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and / or system stakeholders.

→ Accept the Records and Reports requirements described in IV.AA.1.-4 by execution of Exhibit A-3(a).

**BB. INTERNAL RISK MANAGEMENT/LOSS CONTROL PROGRAM REQUIRED**

The EMS Agency believes that education and aggressive prevention of conditions in which accidents occur, are the best mechanisms to avoid injuries to Contractor's staff.

1. Contractor shall develop and implement prior to the start of services an aggressive written health, safety and loss mitigation program including, at a minimum:
  - a. Pre-screening of potential employees (including drug testing)
  - b. Initial and on-going driver training
  - c. Lifting technique training
  - d. Hazard reduction training
  - e. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues
  - f. Involvement of employees in planning and executing its safety program
  - g. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents
2. Contractor's planning for a health, safety and risk mitigation process will include, at a minimum:
  - a. Gathering data on ALL incidents that occur among the Contractor's workforce.
  - b. Analyzing the data to find causative factors and determine preventive measures.
  - c. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.
  - d. Gathering health and safety information as required by law.
  - e. Implementing training and corrective action on health and safety related incidents, as required by law.
  - f. Providing initial and on-going training on safe practices and interventions.
  - g. Providing safe equipment and vehicles.

→ Accept the Internal Risk Management/Loss Control Program requirements described in IV.BB.1-2 by execution of Exhibit A-3(a).

**V. COMMITMENT TO EMS SYSTEM AND COMMUNITY**

**CC. COLLABORATION WITH FIRST RESPONDER AGENCIES**

An important component of EMS systems is the medical First Responder system. It is expected that the Contractor will recognize the key roles performed by the First Responders. Contractor shall collaborate and communicate with the First Responder Agencies within their respective service areas. The intent of this section is to emphasize the importance of a spirit of cooperation between EMS system participants. The following requirements are subject to negotiation and mutual agreement between Contractor, First Responder Agencies and the EMS Agency. This will not be part of the CSC scoring, but will become a contract term.

1. Contractor will implement policies to facilitate Alameda County First Responders in scheduling time on ambulances to fulfill training and internship requirements.
2. The EMS Agency will rely upon the entrepreneurial and innovative methods proposed by Contractor under this procurement to maintain the First Responder capabilities within the County. Contractor's proposal shall describe how it will support the integrated First Responder program. To further this cooperation, Contractor's proposal shall address the following:
  - (a) **First Responder Liaison** - Contractor shall designate from among its Key Personnel a single individual as its contact person/liaison for the first response agencies within the service area.
  - (b) **EMS System Participation** – Provide a description of how Contractor plans to participate in local EMS activities and meetings including those that combine multiple EMS system stakeholders.

→ Accept the Commitment to Collaboration With First Responder Agencies requirements described in V.CC by execution of Exhibit A-3(a).

→ Submit a description of how Contractor plans to participate in local EMS activities and meetings described in V.CC.2.b.

**DD. ELECTRONIC DATA COLLECTION SYSTEM**

The EMS Agency requires the use of its selected single, uniform electronic patient care report and data collection system for all 911 providers in the County. The Contractor will be the backbone of the data collection system; Contractor will own, provide, and

maintain the system. Contractor will be required to provide the software for the First Responder Agencies, and the EMS Agency will provide technical support for these First Responder Agencies through a separate consulting contract. (See [IV.Z.3.a-j](#) for more information on patient care record requirements.)

1. Bidders shall describe the following components of their proposed electronic data collection system and ePCR that includes, but is not limited to:
  - a. Ease of use
  - b. Compliance with the current versions of NEMESIS/CEMESIS.
  - c. Ease of modifying dataset
  - d. Ease of use (describing Graphical User Interface and input methods)
  - e. Compatible equipment/ platforms
  - f. Integration with CAD
  - g. Information validation
  - h. Potential for integration with other information systems including, but not limited to, Fire RMS
  - i. Sample of what a printed or electronic copy of the PCR would look like
  - j. Regime for version updates
  - k. Available technical support
  - l. Plan for integration with hospital information systems
  - m. Back-end data querying, report writing, raw data access
  - n. An effective, validated process to evaluate retention of PCRs
2. If, in the opinion of the EMS Agency, the product described is superior to the system currently in use, the Contractor will be required to provide the ePCR software program to all First Responder Agencies at no cost to these agencies.
3. If the product described by Contractor is not acceptable to the EMS Agency, Contractor will be required to work with the EMS Agency to develop and implement a system meeting the EMS Agency's requirements that provides the characteristics required to monitor a system as large and complex as Alameda County. In either case, Contractor is required to provide the ePCR software program and CAD interface to all First Responder Agencies at no cost to these agencies.

- Accept the Electronic Data Collection System requirements described in V.DD.1.-3 by execution of Exhibit A-3(a).
- Submit the required components of the Electronic Data Collection System and ePCR described in V.DD.1.a-n.

## **EE. HEALTH STATUS IMPROVEMENT AND COMMUNITY EDUCATION**

### **1. Community Education**

The EMS Agency desires that Contractor support prevention and system access through community education programs provided to the school system and community groups. It is the EMS Agency's desire that the Contractor will lead or participate in such programs working collaboratively with the EMS Agency, other public safety and EMS-related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

### **2. EMT and Paramedic Workforce**

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

- a. It is anticipated that contractor will collaborate with Alameda County EMS and the Alameda County Public Health Department to develop and facilitate EMT training programs, internships and related opportunities for Alameda County residents from racial/ethnic and income groups that are underrepresented among health/emergency medical professionals.
- b. It is anticipated that contractor will annually plan and implement a definitive community education program, which shall include:
  - identification of and presentations to key community groups which influence the public perception of the EMS system's performance,
  - conducting citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness/access, and appropriate utilization of the EMS system.

- c. It is anticipated that contractor will annually undertake at least one project that shall demonstrably improve the health status in the community. Health status improvement programs targeted to “at risk populations” may include: seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, CPR training, 911 awareness, gun safety, drowning prevention, senior safety program, and home hazard inspection program.
- d. The impact of the annual Health Status Improvement Project is to be statistically significant. For example:
  - (1) selecting indicators that can be used to measure the process and outcomes of an intervention strategy for health improvement
  - (2) collecting and analyzing data on those indicators, and making the results available to the community in order aid in evaluating the effectiveness of an intervention and the contributions of participating entities
- e. Contractor is to use its best efforts to obtain external grant funding for Health Status Improvement Projects. Steps in health improvement projects include:
  - (1) Analyzing the community’s health issues
  - (2) Inventorying resources
  - (3) Developing a health improvement strategy
  - (4) Establish accountability for activities
  - (5) Monitor process and outcomes

→ Accept the Health Status Improvement and Community Education requirements described in V.EE.1-2 by execution of Exhibit A-3(a).

**FF. SUPPORT OF LOCAL EMS TRAINING ACTIVITIES**

- 1. The County EMS system is composed of multiple individuals and agencies. The EMS Agency expects the Contractor to collaborate and work with these system stakeholders in improving service, clinical care, and system performance. The most important stakeholder groups include the physicians, nurses, Paramedics, and EMTs.
- 2. In an effort to continually bring new caregivers into the EMS system, the EMS



Agency expects the Contractor to:

- a. offer educational opportunities for EMT students to participate in ride-alongs and field internships on Contractor's ambulances
  - b. provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in Alameda County. These local training programs will have priority over out of county training programs.
  - c. offer job interviews to qualified graduates of the EMS Agency's EMS Corps program.
3. Bidders shall describe how they intend to support EMS training programs within the County and how they can facilitate ride-along and internship experiences.

- Accept Support of Local EMS Training Activities requirements described in V.FF.1-2 by execution of Exhibit A-3(a).
- Submit a description on how Bidder intends to support EMS training programs within the County and how they will facilitate ride-along and internship experiences as described in V.FF.3.

#### **GG. PARTICIPATION IN EMS SYSTEM DEVELOPMENT**

The EMS Agency anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. The EMS Agency requires that its contactor(s) actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor must agree to participate and assist in the development of system changes.

- Accept the Participation in EMS System Development requirements described in V.GG by execution of Exhibit A-3(a).

#### **HH. CUSTOMER FEEDBACK SURVEYS**

1. Contactor will conduct a statistically significant customer feedback survey and provide results to the EMS Agency on a quarterly basis. The EMS Agency and Contractor will develop the survey, which, at the EMS Agency's option, may include questions regarding Fire First Responder services, if applicable, in addition to Contractor services.
2. Describe how your customer surveys have reached or will reach out to a variety of patient demographics and have given or will give these customers

opportunities to provide comments on their care and, if requested, speak with members of the management team.

3. Describe how the development and results of the customer surveys have been or will be integrated into other Quality Improvement activities including collaboration and feedback with EMS oversight, as well as with field paramedics and EMTs.

- Accept the Customer Feedback Surveys requirements described in V.HH.1. by execution of Exhibit A-3(a).
- Describe the organization's approach to Customer Feedback Surveys as described in V.HH.2&3.
- Submit a sample customer survey you currently use or propose to use.

## II. CAAS ACCREDITATION

Within eighteen months of the beginning of the Term of the contract, Contractor shall attain Accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization as may be approved by the EMS Director. Contractor shall maintain its accreditation throughout the term of the contract.

- Accept the Accreditation requirements described in V.II by execution of Exhibit A-3(a).

## JJ. DISASTER PREPAREDNESS, ASSISTANCE, AND RESPONSE

1. **Multi-casualty/Disaster Response** - Contractor shall cooperate fully with the County in rendering emergency assistance during disasters, or in multi-casualty incident responses as identified in the EMS Agency's plans. Contractor shall be involved in disaster preparedness planning for the County's Operational Area and provide support to Region 2 if requested through proper channels. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with and following direction provided by the EMS Director or County Health Officer in accordance with their respective authority and / or that of their designee as it relates to their shared responsibility as the Medical Health Operational Area Coordinator (MHOAC).
2. **Emergency Operations Plan** - Contractor shall be prepared to fulfill their role in the County's Emergency Operations Plan and MCI plans.
3. **Continuity of Operations Plan** – Contractor shall submit a Continuity of Operations Plan (COOP) to the EMS Director for approval, before the start of

service. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

4. **Incident Notification** - Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences as specified and approved by the EMS Director.
5. **Emergency Recall of Workforce** – Contractor shall have the ability to recall personnel to increase ambulance deployment by 25% above normal day-high deployment within four hours.
6. **Personal Protective Equipment** – Contractor shall provide personal protective equipment for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum Personal Protective Equipment (PPE) for Ambulance Personnel in California.
7. **In the event the County declares a disaster within the County:**
  - a. Contractor will assign a Field or Dispatch Manager/Supervisor to deploy to the County Operational Area Emergency Operations Center - Medical Health Branch (when activated) as a liaison, working closely with the Medical Health Operational Area Coordinator (MHOAC).
  - b. In the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended if approved by the EMS Director. Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency services as required.
  - c. Contractor shall follow the direction of the EMS Director or his/her designee during a disaster.
8. **During a disaster proclaimed by the County**, the County will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from response time criteria. When notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.
  - a. **Deployment of Ambulance and other Contractor-Managed Resources** – Contractor shall deploy, at the direction of the EMS Director, ambulances, strike teams, and other resources, as directed by the EMS Director, or if unavailable, the MHOAC, via the MHOAC and Regional Disaster Medical

Health Specialist (RDMHS) mutual aid system.

- b. **Disaster Response Vehicle/Equipment** - Contractor shall house, maintain, manage, and staff the Emergency Medical Services Authority (EMSA) state issued Disaster Medical Support Unit (DMSU). This includes deploying the unit when requested by the EMS Director, or if unavailable, the MHOAC, via the MHOAC/RDMHS mutual aid 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 the disaster site. This vehicle may be used to carry personnel and equipment to a disaster site.
  - (1) **Disaster Medical Support Units** are State assets, stored locally, and dispatched through the disaster medical operations command structure. The following documents will be provided following receipt of the Letter of Intent to submit a bid:
    - (a) Disaster Medical Support Units (DMSUs) - Product Description
    - (b) Memorandum of Understanding (MOU) between the current service provider and the State.
    - (c) DMSU equipment list
- c. **EMS Disaster Trailers** are County assets stored locally throughout the County and mobilized through ALCO-CMED. The current service provider houses two disaster trailers. The trailers are available for any incident needing additional resources for large-scale multi/mass casualty operations. See [EMS Agency Policy and Procedure Manual](#).
- d. **Ambulance Strike Team** - Contractor will ensure that an Ambulance Strike Team (AST) is available to contribute to disaster requests from EMSA or the RDMHS, as approved by the EMS Director or MHOAC. The Contractor must ensure that AST members and AST leaders have been appropriately trained by an EMSA approved trainer. Contractor shall be prepared to respond upon immediate notice with one Ambulance Strike Team staffed and equipped according to the California Emergency Medical Services Authority Ambulance Strike Team Guidelines when directed by County in accordance with a disaster mutual aid request.
- e. At a minimum, Contractor shall serve as the EMS provider affiliate with existing Medical Reserve Corps (MRC) units.

- f. **Interagency Training for Exercises/Drills** – Contractor shall be required to participate in County sanctioned exercises, disaster drills and other interagency training.
- g. **At a multi-casualty scene**, Contractor's personnel shall perform in accordance with appropriate County multi-casualty response plan(s) and within the Incident Command System (ICS).

→ Accept the Disaster Preparedness, Assistance, and Response requirements described in V.JJ.1-8 by execution of Exhibit A-3(a).

#### KK. MUTUAL AID REQUIREMENTS

1. **State or Federal mutual aid requests** - Contractor shall respond to requests for mutual aid made by the State or Federal government as part of a state/federal response system, if directed to do so by the EMS Director.
2. **In-County mutual aid requests** - Contractor shall respond to mutual aid requests from other Alameda County agencies for response within the County according to written agreements with those agencies. Contractor shall maintain and document:
  - a. the number and nature of internal Mutual Aid responses it makes into areas not part of the EOA; and,
  - b. the number and nature of Mutual Aid responses made by other agencies to calls originating within the Contractor's EOA.
3. Contractor shall not be held accountable for Emergency Response Time compliance for any Mutual Aid assignment originating outside the EOA and these calls will not be counted in the total number of calls used to determine compliance.
4. If Contractor utilizes Mutual Aid support from a specific agency at a level that is more than 125% of the Mutual Aid support that it provides that agency, Contractor will notify the EMS Agency of the discrepancy and collaboratively develop and implement a plan to reduce its Mutual Aid usage.
5. **Stand-By Service** - Contractor shall provide, at no charge to County or the requesting agency, stand-by services at the scene of an emergency incident within the EOA when directed by an EMS Agency-approved EMD center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Stand-by periods exceeding four (4) hours must be approved by the EMS Director or his/her designee. The

EMS Director or his/her designee may terminate stand-by service based upon prevailing broader EMS system needs.

→ Accept the Mutual Aid Requirements described in V.KK.1-5 by execution of Exhibit A-3(a).

## **LL. DEPLOYMENT PLANNING**

The EMS Agency understands that Contractor will be developing enhanced coverage and deployment plans during its term of operations. Coverage plan modifications, throughout the term of the contract, including any changes in post locations, priorities or hour of day coverage levels, will be made at Contractor's discretion, subject to EMS review. Overall demand-volume can be found in [I. Statement of Work, B. Background, Table 1.](#)

→ Accept the Deployment Planning Requirements for EMS review described in V.LL by execution of Exhibit A-3(a).

## **MM. ENVIRONMENTALLY FRIENDLY BUSINESS PRACTICES**

1. It is the intent of these specifications, terms, and conditions to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products.
2. Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.

Some examples include:

- a. backhauling product packaging to the supplier for reuse or recycling
- b. shipping in bulk or reduced packaging
- c. using soy bean-based inks for packaging printing
- d. using recycled product packaging or using recyclable or reusable packaging material The County encourages all Bidders and Contractors for goods and services to adhere to these principles where practical

These are examples of programs and practices relating to an earth-friendly environment. Bidders shall describe how they would implement programs to

“reuse, recycle and reduce” waste as a part of their business operations.

→ Accept the Environmentally Friendly Business Practices requirements described in V.MM.1-2 by execution of Exhibit A-3(a).

## **EXHIBIT A-2 - REGULATORY COMPLIANCE AND FINANCIAL PROVISIONS**

### **I. FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS**

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, 911 Ambulance Services and those associated with employees.

#### **A. MEDICARE COMPLIANCE PROGRAM REQUIREMENTS**

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

#### **B. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

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

1. Standards for Privacy and Individually Identifiable Health Information.
2. Health Insurance Reform: Security Standards.
3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

### **II. STATE AND LOCAL REGULATIONS COMPLIANCE PROVISIONS**

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with County policies, procedures and protocols. Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by state Medi-Cal and other state and federally funded programs.

### **III. CONTRACTOR REVENUE**

The primary means of Contractor compensation is through fee-for-service reimbursement of



patient charges. The County provides reimbursement for specified patients for whom it is responsible for under the California Medical Services Program.

**C. PATIENT CHARGES**

Contractor receives income from patient charges. Contractor shall propose fee schedules and rates which, when approved by the Board of Supervisors, will be in the provider's negotiated contract with the County. The County has a bundled rate for allowable charges (see Exhibit A). Proposed patient charges must take into consideration the cost of providing care to indigent patients.

**D. FEE ADJUSTMENTS**

1. Regular and ordinary annual Consumer Price Index (CPI)-based rate adjustments will be implemented following completion of the first year of service and annually thereafter until the termination of the contract, if approved by the EMS Director. The increases shall be set forth as described within this section.
2. CPI-based rate adjustment requests shall be due to the EMS Director by 60 days after completion of first year of service. If approved by the EMS Director, the amount of the annual rate increase will be effective 60 days after the request to the EMS Director is submitted.
3. The EMS Director's decision will be informed by documentation submitted by the provider to substantiate the need for a rate increase. Such documents may include but are not limited to audited financial statements, collection rate, and payor mix.
4. The EMS Director has final authority to set the CPI rate adjustment, which may vary from no adjustment to a CPI-based increase at the greater of the following percentages:
  - a. 2% divided by the Contractor's average collection rate from the previous twelve (12) month period for which figures are then available; or
  - b. 5% plus the percentage calculated from the following Consumer Price Index (CPI) as recorded by the Department of Labor, Bureau of Labor Statistics CPI as of the previous twelve (12) month period for which published figures are then available for all urban consumers, San Francisco-Oakland-San Jose :
    - (1) 50% of the Medical Care Group CPI; and,
    - (2) 50% of the Transportation Group CPI

- c. The EMS Agency shall have the right to review Contractor's uncollectible claims to verify that all reasonable efforts to collect have been made and are within industry standards.
- d. In the event that changes occur within the County that substantially impact the Contractor's costs of providing services, such that the CPI-based rate adjustments do not compensate for the increased costs of operating the 911 Ambulance Service, the Contractor may request an additional rate increase, which shall be subject to approval by the Alameda County Board of Supervisors.

**E. BILLING/COLLECTION SERVICES**

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

- 1. List all procedures and supplies employed on patient bills; however, charges will comply with the rates set and approved by the Board of Supervisors (Exhibit A).
- 2. Be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, and other inquiries.
- 3. Billing System Professionalism and Regulatory Compliance - Contractor shall conduct all billing and collection data collection functions for the EMS system in a professional and courteous manner.

**IV. ADDITIONAL PROVISIONS**

**F. FIRST RESPONDER FEES**

- 1. Fire departments in Alameda County currently provide First Responder Advanced Life Support (FRALS) services. The EMS Agency's analysis of the changing medical reimbursement environment along with the reduced expectations for low acuity calls from FRALS in the eventual Contract indicates that existing ambulance service billing based compensation for FRALS is unsustainable.

Subject to approval of the EMS Agency, Contractor may elect to enter into independent agreements with and directly compensate each and every EMS

Agency-approved FRALS provider agency for services provided on a per transport basis subject to the following:

- a. Contractor responds a BLS ambulance in accordance with the EMS Agency's MPDS-based Priority dispatch system and the BLS ambulance arrives at the scene.
- b. A FRALS unit responds in accordance with the EMS Agency's MPDS-based Priority dispatch system and arrives at the scene.
- c. A FRALS paramedic retains control of the patient including on-board the Contractor's BLS ambulance during transport and until such time as the patient is transferred to appropriate personnel at the receiving destination.
- d. The FRALS paramedic provides ALS level medical intervention such as intravenous medication administration during transport that is both clinically necessary and reimbursable as evidenced by Contractor's billing for and receiving revenue for the services provided. Patient assessment, including EKG monitoring, does not constitute treatment.
- e. Contractor's compensation to the FRALS provider agency delivering the funded intervention(s) to the patient shall not exceed the difference between the reimbursement received and the Contractor's cost of delivering the 911 Emergency Ambulance Service.
- f. FRALS provider agency attests that Contractor's compensation does not exceed the cost of the service(s) delivered by its paramedic to the patient and that the compensation is not considered a tax under the California Constitution (art. XIIC sec. 1e) prior to accepting funds from the Contractor.
- g. Any negotiated FRALS compensation agreement must include a provision allowing the Contractor to renegotiate the dollar value of FRALS payments or terminate the FRALS agreement in the event that Contractor determines that the FRALS compensation compromises Contractor's provision of services under this Agreement.

#### **G. AIR AMBULANCE CONTRACTS**

County does not expect Contractor to provide air ambulance services, and reserves the right to enter into separate transport contracts with air ambulance providers. Such separate contract will be necessary even if Contractor is capable of currently providing

that service. Notwithstanding any other provision of this contract, The EMS Agency may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s). However, no such contract shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than the estimated air transport time.

## **H. ACCOUNTING PROCEDURES**

1. Invoicing and payment for services – EMS Agency shall render its invoice for any liquidated damages to the Contractor within 30 business days of the EMS Agency's receipt of the Contractor's monthly performance reports. The Contractor shall pay the EMS Agency on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts shall be resolved in this thirty-day period. If they have not been resolved to the County or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. Failure of Contractor to pay liquidated damages to the EMS Agency as specified within the timeline identified herein shall constitute material breach of this Contract.
2. Audits and Inspections
  - a. Contractor shall maintain separate financial records for services provided pursuant to this contract in accordance with generally accepted accounting principles.
  - b. With reasonable notification and during normal business hours, County shall have the right to review all business records including financial records of Contractor pertaining to the contract. All records shall be made available to the EMS Agency at the EMS office or other mutually agreeable location. The County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts.
  - c. On an annual basis, the Contractor shall provide the EMS Agency with externally audited financial statements by certified public accountants for Contractor's ambulance operations in Alameda County and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's 911 Ambulance Services operation.

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

**I. ADMINISTRATIVE PROVISIONS**

**1. Service Plan**

The Service Plan section of the contract will consist of all performance standards and any additional proposed or negotiated services and terms.

**2. Annual Performance Evaluation**

The County may evaluate the performance of the ambulance provider on an annual basis. The report, at a minimum, shall include the following in the performance evaluation:

- a. Response time performance standards have been met at or above the minimum requirements in the contract;
- b. Clinical performance standards have been met at or above the minimum requirements in the contract;
- c. Innovative programs to improve system performance have been initiated.
- d. A stable work force has been maintained and there have been documented efforts to minimize employee turnover.

**J. CONTINUOUS SERVICE DELIVERY**

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

**K. MATERIAL BREACH AND PROVISIONS FOR TERMINATION OF THE CONTRACT**

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

immediately terminate or cancel the contract if in the determination of the EMS Director continued service by Contractor poses an immediate threat to public health and safety.

#### L. DEFINITIONS OF BREACH

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

1. Willful failure of Contractor to operate the 911 Ambulance Services system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach but such willful and repeated breaches shall constitute a material breach;
2. Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under contract;
3. Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;
5. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Bidders during a subsequent proposal cycle;
6. Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
7. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
8. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
9. Repeated failure of Contractor to meet response time requirements after receiving notice of non-compliance from the EMS Director;
10. Repeated failure of Contractor to pay liquidated damages to the EMS Agency on or before the 30<sup>th</sup> day after receipt of the invoice;

11. Failure to directly and continuously employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of the EMS Director and/or EMS Medical Director at any time during the course of the Contract term;
12. Failure of Contractor to provide and maintain the required insurance as described in Exhibit B, and the performance security bond;
13. Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, response time data, or financial data, within the time periods specified;
14. Any failure of performance, clinical or other, which is determined by the EMS Director and confirmed by the EMS Medical Director to constitute an endangerment to public health and safety;
15. Failure of Contractor to comply with the vehicle lease provisions, if applicable.

**V. COUNTY'S REMEDIES**

**M. TERMINATION**

If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate the contract.

**N. EMERGENCY TAKEOVER**

1. The County shall have the right to pursue Contractor for damages and the right of Emergency takeover as set forth in I, H, 1 below.
2. All County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

**VI. PROVISIONS FOR CURING MATERIAL BREACH**

**O. SPECIFICATIONS**

1. In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as described in this RFP or the contract, which breach represents an immediate threat to public health and safety, such action shall constitute a material breach of the contract. In the event of a material breach, County shall give Contractor written notice, by regular mail, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

2. Except where the EMS Director determines that the breach presents an immediate threat to public health and safety requiring an immediate termination of the contract, Contractor shall have the right to cure such material breach within seven (7) days of delivery of such notice and the reason such material breach endangers the public's health and safety. However, within twenty-four (24) hours of receipt of such material breach notice, Contractor shall deliver to EMS Agency, in writing, a plan of action to cure such material breach. If, within the EMS Agency's sole determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to the EMS Agency in a timely manner, EMS Agency may take over Contractor's operations. Contractor shall cooperate completely and immediately with EMS Agency to affect a prompt and orderly transfer of all responsibilities to EMS Agency.
3. Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a material breach has occurred, shall be initiated, and shall take place only after the emergency takeover has been completed.
4. Contractor's cooperation with and full support of such emergency takeover shall not be construed as acceptance by Contractor of the findings and material breach, and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe takeover of operations, shall itself constitute a breach of the contract, even if it was later determined that the original declaration of material breach by the County was made in error.
5. For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by County, which cannot otherwise be resolved, early termination provisions which may be agreed to by the parties will supersede these specifications.



**VII. TERMINATION**

**P. WRITTEN NOTICE**

The Contract may be canceled immediately by written mutual agreement of the Contractor and the County.

**Q. FAILURE TO PERFORM**

County, upon written notice to Contractor, may immediately terminate this contract should Contractor materially fail to perform any of its obligations. In the event of such termination, EMS Agency may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond (or letter of credit) and any sum due Contractor under this contract or from third-party payors or clients who have paid Contractor a fee for services within Alameda County, without prejudice to County's rights otherwise to recover its damages.

**VIII. EMERGENCY TAKEOVER**

**R. SPECIFICATIONS**

1. In the event the EMS Agency determines that an actual, anticipated or threatened material breach has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the EMS Director's sole determination, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the Board of Supervisors. If the Board concurs that a breach has occurred and that health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to affect an immediate takeover by EMS Agency of Contractor's ambulances and comfort stations. Such takeover shall be affected within not more than 72 hours after Board of Supervisors' action.
2. In the event of an emergency takeover, County may lease any and all service vehicles used by the Contractor in the performance under the Contract, including, but not limited to, fully equipped ambulances and supervisor vehicles, for one dollar (\$1.00) per month per vehicle. County may also lease Contractors comfort stations for one dollar (\$1.00) per month per station. County shall have full use of vehicles and equipment and may, at County's sole option, hire another company or entity approved by the EMS Agency to manage ambulance operations until a replacement provider for the EOA is selected through a

procurement process conducted by the EMS Agency in accordance with EMSA requirements.

3. Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision. Alternatively, County may elect to purchase the vehicles at their depreciated value as of the date of such election. County shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.
4. Contractor shall deliver ambulances and comfort stations to the EMS Agency in mitigation of any damages to County resulting from Contractor's material breach. EMS Agency shall have immediate access to Contractor's Performance Bond to allow continuous delivery of services during the takeover period. All funds recovered and equipment leased, subleased, or purchased from Contractor by County will be used for the sole purpose of ensuring continuous 911 Ambulance Services. Examples of how funds will be used are: personnel salaries and benefits, building and vehicle lease payments, and insurance premiums.
5. The EMS Agency shall have the right to authorize the use of Contractor's vehicles, equipment and rest stations by another company or entity. Should County require a substitute contractor to obtain insurance on equipment, vehicles or rest stations, or should County choose to obtain insurance on vehicles/equipment/rest stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.
6. All of Contractor's vehicles and related equipment necessary for provision of 911 Ambulance Services under this contract will be delivered to the EMS Agency during an emergency takeover period. Contractor shall maintain and provide to the EMS Agency a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide 911 Ambulance Services hereunder shall be reported to the EMS Agency within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

**IX. IMPLEMENTATION PLAN AND SCHEDULE**

**S. PROPOSED SERVICES AND START-UP**

1. The Bidder's proposal shall include an implementation plan and time schedule. The plan for implementing the proposed services shall include periodic progress reports to the EMS Director, as well as inspection of facilities and equipment by EMS Agency representatives. In addition, the plan shall include a detailed schedule indicating how Bidder will ensure adherence to the timetables set forth in this RFP which shall include but not be limited to all requirements contained in this RFP to be completed prior to the initiation of services.
2. Describe how the Bidder would manage the start-up of services with the planned timeframe from the contract award to implementation (include fleet, other equipment, communications system, staff, and key personnel).

→ Submit an implementation plan for start-up of services within the planned timeframe described in S.I.&2.

**X. "LAME DUCK" PROVISIONS**

**T. CONDITIONS**

Should the contract not be renewed or extended, or if the EMS Agency has indicated its intent to enter into a procurement process to seek a different 911 Ambulance Services provider, Contractor agrees to continue to provide all services required in and under the contract until the County or a new entity approved by the EMS Agency assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck contractor for an extended period of time, which could be a year or longer. To ensure continued performance fully consistent with the requirements in this RFP and the contract through any such period, the following provisions shall apply:

1. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of the contract related to qualifications of key personnel. Neither shall the Contractor inflate costs that a new Contractor would be required to assume.
2. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service and operating costs to maximize or affect a gain during the final stages of the

contract.

3. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed.
4. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders, and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations.
5. The EMS Agency recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. The EMS Agency shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the current service provider performance during this period.
6. Should the EMS Agency select another organization as a service provider in the future, the current service provider personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence by the current service provider or County.

## **XI. GENERAL PROVISIONS**

### **U. Assignment**

Except for the subcontracting provisions specified herein, Contractor shall not assign or subcontract any portion of the contract for services to be rendered without written consent first obtained from the EMS Agency and any assignment made contrary to the provisions of this section may be deemed a material breach of the contract and, at the

option of the EMS Agency shall not convey any rights to the assignee.

**V. Permits and Licenses**

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

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

**W. Compliance with Laws and Regulations**

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

**X. Private Work**

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

**Y. Retention of Records**

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

**Z. Product Endorsement/Advertising**

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

**AA. Observation and Inspections**

1. EMS Agency representatives may, at any time, and without notification, directly observe Contractor's operations at the Contractors dispatch center and/or at an EMS Agency-approved EMD center participating in system status management and / or dispatch of Contractors resources, the maintenance facility, or any ambulance post location. An EMS Agency representative may ride along on any of Contractor's ambulance units at any time, provided, that EMS Agency representatives shall conduct themselves in a professional and courteous manner, and shall at all times be respectful of Contractor's employer/employee relationships.
2. At any time during normal business hours and as often as may be reasonably deemed necessary by the County, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to the contract. County may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment contracts, and other documentation for County to fulfill its oversight role.

**BB. Omnibus Provision**

Contractor understands and agrees that for five years following the conclusion of the contract it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent contracts, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

1. Relationship of the Parties  
Nothing in a resulting contract shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each

other solely for the purpose of carrying out the provisions of the contract. Nothing in the contract shall create any right or remedies in any third party, it being solely for the benefit of the County and Contractor.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

2. Rights and Remedies Not Waived

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

3. Consent to Jurisdiction

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

4. End-Term Provisions

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

5. Cost of Enforcement

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

6. General Contract Provisions

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

→ Accept the Regulatory Compliance and Financial Provisions described in Exhibit A-2 by execution of Exhibit A-3(a).



**EXHIBIT A-3(a) - ACCEPTANCE FORM**

**Bidder must accept and check all boxes below in accordance with Exhibit A-1 and A-2, unless an exception has been taken as to a particular item and included on the Bidder's Exceptions, Clarifications, Amendments form. Failure to do so may be viewed as a material deviation from the requirements of this RFP, and may result in disqualification of the bid proposal.**

**This Acceptance Form must be signed by an individual with authority to bind Bidder, and by signing below, Bidder acknowledges that the signatory has that authority. A signature on this form acknowledges Bidder's acceptance of all checked terms.**

- Accept the 911 Ambulance service requirements.....I.A.
- Accept the regulatory and policy requirements .....I.B
- Accept the basic services requirements .....I.C.1-9
- Accept the medical protocol and review/audit requirements .....I.E.1.a-c
- Accept the response configuration matrix .....I.E.2.b&Table 1
- Accept the clinical quality improvement requirements .....II
- Agree to submit QI reports required by this RFP and the Ems Agency .....II
- Agree to submit the quality management plan prior to the start of contract .....II.F.3
- Accept the customer service requirements.....II.G.5.a-e
- Accept the measurement, analysis, and knowledge requirements .....II.G.6.a-c
- Accept the reporting requirement.....II.G.6.f.(6)
- Accept the dedicated personnel requirements .....III.I.1.2.4
- Accept the key personnel requirements .....III.I.5.a-f
- Accept other required leadership personnel requirements.....III.I.6. a-e
- Accept continuing education program requirements .....III,K.1-5
- Accept the clinical and operational benchmarking requirements .....III.L.1-3
- Accept ambulance staffing requirements .....IV.M.1-5
- Accept work schedules and human resource issues requirements .....IV.N.1-3
- Accept personnel licensure and certification and training requirements .....IV.O.1-3
- Accept personnel training requirements .....IV.P.1-3.a-m
- Accept the character competence and professionalism requirements .....IV.Q.1-3
- Accept internal health and safety programs requirements .....IV.R.2&3
- Accept OSHA & other regulatory requirements .....IV.S.1-2

- Accept treatment of incumbent work force requirements .....IV.T.1&2.a-c
- Accept response and transport exceptions and limitations requirements .....IV.U.1-2
- Accept operations management requirements .....IV.V.1-2
- Accept response time performance requirements .....IV.W.1-3
- Agree to response time requirements .....IV.W.4.a-b&Table  
3a&3b
- Agree to response configuration requirements .....IV.W.4.c-f&Table  
4a&4b
- Accept the response time performance report requirements .....IV.W.1-15
- Accept liquidated damages requirements for failure to meet minimum in-service  
equipment/supply requirements .....IV.W.16.a.(1)-(3)
- Accept liquidated damages requirement for failure to provide on-scene time.....IV.W.16.b
- Accept liquidated damages requirement for failure to respond .....IV.W.16.c
- Agree to report failure to respond .....IV.W.16.c
- Accept liquidated damages requirement for Failure to Enter the Approved  
“Short Version” ePCR.....IV.W.16.d
- Accept liquidated damages requirement for Failure to Provide Timely Reports.....IV.W.16.e
- Accept liquidated damages requirement for failure to meet response time requirements  
.....IV.W.16.f.(1)-(3)
- Acknowledge that payment of liquidated damages does not relieve the contractor  
of responsibility for compliance with requirement .....IV.W.16.a-f
- Accept the additional liquidated damages provisions .....IV.W.16.g
- Accept the liquidated damages disputes requirements .....IV.W.16.h
- Accept the vehicles and equipment requirements.....IV.X.1.a-d
- Accept the vehicles and equipment maintenance requirements .....IV.X.2.a-g
- Accept the dispatch system requirements .....IV.Y.1.a-h
- Accept the communication system equipment and management requirements .....IV.Y.2.a-i
- Accept the performance data and reporting requirements.....IV.Z.2.a.i-iii
- Accept the patient care record (ePCR) and assignment data requirements .....IV.Z.3.a-i

- Accept the records and reports requirements .....IV.AA.1-4
- Accept the internal risk management/loss control program requirements .....IV.BB.1-2
- Accept the commitment to collaboration with first responder agencies requirements .....V.CC
- Accept the electronic data collection system requirements .....V.DD.1-3
- Accept the health status improvement and community education requirements .....V.EE.1&2
- Accept support of local ems training activities requirements .....V.FF.1-2
- Accept the participation in ems system development requirements .....V.GG
- Accept the customer feedback surveys requirements .....V.HH.1
- Accept the accreditation requirements .....V.II
- Accept the disaster preparedness, assistance, and response requirements .....V.JJ.1-8
- Accept the mutual aid requirements .....V.KK.1-5
- Accept the deployment planning requirements.....V.LL
- Accept the environmentally friendly business practices requirements .....V.MM.1-2
- Accept the Regulatory Compliance And Financial Provisions.....A-2.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT A-3(b) - PROPOSAL SUBMISSIONS CHECKLIST**

**This form is being provided to assist the Bidders in the writing of a proposal. These items need to be addressed within the appropriate section of your response to this RFP and in conjunction with the Mandatory Table of Contents ([Exhibit E](#)) A completed copy of this form must be included in your proposal. Failure to address every item will affect the scoring of the proposal.**

**EXHIBIT A-1 PROPSAL REQUIREMENTS**

- Describe the approach to achieving the quality management requirements described in II.F.1, 2, 4, 6 including past successes where applicable.
- Submit a description on how Bidder intends to participate in the quality management program described in II.F.5.
- Submit processes for monitoring and measuring clinical excellence described in II.G.1.
- Submit evaluation processes aimed at achieving clinical excellence described in II.G.1 including remediation processes and consequences for failure to remediate.
- Submit the leadership structure, processes and practices, described in II.G.2.a-f.
- Submit the organization's approach to strategic planning described in II.G.3.a-e.
- Submit the organizations approach to customer expectations, needs, and complaints described in II.G.4.a-f.
- Describe the customer service outreach program described in II.G.5.a-c.
- Describe customer service practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled described in II.G.5.e.(1)-(2).
- Describe the process for managing employee suggestions described in II.G.5.e.(3).
- Submit KRA requirements described in II.G.6.d-f.
- Submit methods for assessing policy compliance described in II.G.6.f.(1)-(5)
- Submit process management requirements described in II.G.7.a-e
- Submit key result area described in II.G.8.a-c
- Submit a plan for comfort stations described in III.H.1.a-c
- Submit plans for addressing employee engagement and satisfaction described in III.H.2.a-o
- Submit a plan to monitor, evaluate and improve clinical care described in III.I.3.

- Identify key personnel and provide qualifications and experience for each individual described in III.I.5.a-f.
- Submit a plan for ensuring continuity of key personnel by reducing managerial turnover and succession planning described in III.J
- Submit Alternative Transportation Unit Plan described in IV.M.5.
- Describe training that will be provided to EMTs as requested in IV.P.3.e.(3)
- Submit employability and liability policies described in IV.Q.4.
- Submit safety program requirements described in IV.R.1.
- Submit ppe use policies described in IV.R.2.
- Submit employment costs described in IV.T.2.d and Exhibit A – Proposal Form: Financial Bid.
- Describe the proposed deployment plan for ambulance dispatch described in IV.Y.1.b for Alameda County.
- Describe the Bidder’s system status management process described in IV.Y.1.d-h, as used in other operations/communities and as proposed for use in Alameda County. (see Exhibit D)
- Describe the communication equipment to be used to provide services described in IV.Y.2.a-i.
- Describe the CAD system to be used by Bidder showing how it meets the requirements described in IV.Z.1.
- Describe the process to be used for maintaining the CAD system’s geographical database including the process for identifying and correcting errors.
- Describe Bidder’s experience, including method and capability, in establishing HIE, if applicable, and as described in IV.Z.2.j.
- Submit a description of how contractor plans to participate in local ems activities and meetings described in V.CC.2.b.
- Submit the required components of the electronic data collection system and ePCR described in V.DD.1.a-n.
- Submit a description on how Bidder intends to support EMS training programs within the County and how they will facilitate ride-along and internship experiences, as described in V.FF.3.
- Describe the organization’s approach to customer feedback surveys as described in V.HH.2&3 .
- Submit a sample customer survey you currently use or propose to use.

**EXHIBIT A-2 REGULATORY COMPLIANCE AND FINANCIAL PROVISIONS**

- Submit an implementation plan for start-up of services within the planned timeframe described in S.I.&2

**EXHIBIT B - INSURANCE REQUIREMENTS**

Bidder must include with the bid, a letter from its insurer verifying Bidder's eligibility for the required insurance and its intent to insure if Bidder is awarded the bid. Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the Bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP:

**\*\*\* SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS \*\*\***



## MINIMUM INSURANCE REQUIREMENTS

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

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



**EXHIBIT C – LIQUIDATED DAMAGES**

Event	Criteria Reference	Damages
<b>Failure to Meet Minimum In-Service Equipment/Supply Requirements</b>	IV.W.16.a.(2)&(3)	<b>\$1,000.00</b> for omissions that do not rise to the level of removing the unit from service <b>\$10,000</b> for violations that result in the unit being removed immediately from service
<b>Failure to provide on-scene time</b>	IV.W.16.b	<b>\$500</b> every time the ambulance crew fails to report and document on-scene time.
<b>Failure to respond to an emergency request for a response from an EMS Agency-approved EMD center</b>	IV.W.16.c	<b>\$50,000</b> for each failure to respond to a reasonable request from an EMS Agency-approved EMD center. Prior to imposition, the County will conduct an investigation of the incident.
<b>Failure to enter the approved “short version” ePCR at the receiving hospital, on patients for whom a PCR is essential, before returning to service.</b>	IV.W.16.d IV.Z.3.a-j	<b>\$500</b> per incident will apply.
<b>Failure to provide timely reports as defined in the RFP</b>	IV.W.16.e IV.AA.3&4	<b>\$500</b> per report per day received after specified due date.
<b>Failure to meet response time requirements.</b>	IV.W.1-4 IV.W.16.f IV.W.15.c - escalating charges for failure to correct repetitive patterns of non-compliance	\$30,000 \$60,000 \$120,000 \$250,000
<b>Response and/or transport by a BLS unit when the category requires an ALS unit</b>	IV.M.1&4	<b>\$500</b> for every incident in which a BLS ambulance responds and transports a patient requiring an ALS ambulance

## **EXHIBIT D - AMBULANCE DEPLOYMENT PLAN**

### **SUBMITTAL INSTRUCTIONS**

Proposers must submit information to document how their deployment plan meets the requirements of this RFP on a 24/7/365 basis. High level verbal descriptions and or assurances are not sufficient. At a minimum, a complete deployment submittal shall contain:

1. A list of post locations for each Deployment Zone – North, South and East. Posts selected as comfort stations shall be identified as such.
2. A table showing proposed unit hours for each Deployment Zone, by hour of the day and day of the week. The proposer is to state if the table is static and will be staffed for at least six months in contract year one. If not, then submit Unit Hour tables for all seasonal variations by Deployment Zone.
3. Submit a GIS travel time estimate of coverage from all posts, in all Deployment Zones for the unit hour plan(s) submitted. Travel time coverage to include all three Sub-zones within each Deployment Zone. Submit one map per Deployment Zone, in full page, landscape format. Reduced size images inserted into a page of text are not acceptable.
4. Submit exhibits from your deployment analysis software to justify that off peak to peak hour deployment plans are consistent with the incident workload and locations provided to you in the incident data set with this RFP.
5. Provide the software name, version # and the contact information for the analyst who prepared the deployment plan.
6. If the proposal offers deployment options, such as BLS services, submit all the exhibits as listed in 1 through 5 above to justify that the alternative plan meets the EOA's response time measures without excessive (planned) penalties.
7. Proposer shall provide a sample monthly response time compliance report from their preferred software system. The monthly report shall identify in and out of compliance responses for each of the three Deployment Zones, for each of the three Sub-zones in each Deployment Zone and for each Measurement Category per Deployment Zone. The report shall also identify aggregate performance at the EOA level.
8. If in the Proposer's provided operating budget, there is an expense listed for liquidated damages payments, the proposer shall submit an explanation and calculation in this section how the estimated damages were arrived at. In particular, proposers shall identify which

Deployment Zone(s), Sub-zone(s) and Measurement Category or Categories they based the damage estimate on.

**EXHIBIT E - MANDATORY TABLE OF CONTENTS**

Each proposal must include this Table of Contents and all responses must be in this format and order. However, some sections may not require any additional response other than to accept what is required by executing Exhibit 3(a). In this case, the following language may be inserted in those sections: “Requirement(s) accepted by execution of Exhibit 3(a).”

**REQUIRED DOCUMENTATION AND SUBMITTALS** .....

    LETTER OF TRANSMITTAL.....

    BIDDER INFORMATION AND ACCEPTANCE .....

    REFERENCES.....

    EXCEPTIONS, CLARIFICATIONS, AMENDMENTS .....

    DEMONSTRATION OF BIDDER QUALIFICATIONS.....

    PROPOSAL FORM: PATIENT CHARGES.....

    PROPOSAL FORM: FINANCIAL BID .....

**EXHIBIT A-1 - PROPOSAL REQUIREMENTS/MINIMUM SERVICES REQUIREMENTS** .....

**I. CONTRACTOR’S RESPONSIBILITIES** .....

    A. 911 AMBULANCE SERVICE.....

    B. REGULATORY AND POLICY REQUIREMENTS .....

    C. BASIC SERVICES: .....

    D. CLINICAL OVERVIEW .....

    E. MEDICAL OVERSIGHT .....

**II. CLINICAL QUALITY IMPROVEMENT** .....

    F. QUALITY MANAGEMENT .....

    G. QUALITY PROCESSES AND PRACTICES.....

**III. COMMITMENT TO EMPLOYEES** .....

    H. WORKFORCE ENGAGEMENT .....

    I. DEDICATED PERSONNEL REQUIRED .....

    J. STABILITY OF CONTRACTORS KEY PERSONNEL .....

    K. CONTINUING EDUCATION PROGRAM REQUIREMENTS .....

L. CLINICAL AND OPERATIONAL BENCHMARKING REQUIRED:.....

**IV. MINIMUM CLINICAL LEVELS AND STAFFING REQUIREMENTS .....**

M. AMBULANCE STAFFING REQUIREMENTS:.....

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

O. PERSONNEL LICENSURE AND CERTIFICATION AND TRAINING REQUIREMENTS: .....

P. PERSONNEL TRAINING.....

Q. CHARACTER COMPETENCE AND PROFESSIONALISM OF PERSONNEL.....

R. INTERNAL HEALTH AND SAFETY PROGRAMS .....

S. EVOLVING OSHA & OTHER REGULATORY REQUIREMENTS .....

T. TREATMENT OF INCUMBENT WORK FORCE (if applicable) .....

U. RESPONSE AND TRANSPORT EXCEPTIONS AND LIMITATIONS .....

V. OPERATIONS MANAGEMENT PROVISIONS.....

W. RESPONSE TIME PERFORMANCE AND PENALTIES .....

X. VEHICLES AND EQUIPMENT REQUIREMENTS .....

Y. DISPATCH AND COMMUNICATION SYSTEMS .....

Z. DATA AND PATIENT CARE REPORT.....

AA. RECORDS AND REQUIRED REPORTS.....

BB. INTERNAL RISK MANAGEMENT/LOSS CONTROL PROGRAM REQUIRED .....

**V. COMMITMENT TO EMS SYSTEM AND COMMUNITY .....**

CC. COLLABORATION WITH FIRST RESPONDER AGENCIES .....

DD. ELECTRONIC DATA COLLECTION SYSTEM.....

EE. HEALTH STATUS IMPROVEMENT AND COMMUNITY EDUCATION .....

FF. SUPPORT OF LOCAL EMS TRAINING ACTIVITIES .....

GG. PARTICIPATION IN EMS SYSTEM DEVELOPMENT .....

HH. CUSTOMER FEEDBACK SURVEYS .....

II. CAAS ACCREDITATION .....

JJ. DISASTER PREPAREDNESS, ASSISTANCE, AND RESPONSE .....

KK. MUTUAL AID REQUIREMENTS.....

LL. DEPLOYMENT PLANNING .....

MM. ENVIRONMENTALLY FRIENDLY BUSINESS PRACTICES .....

**EXHIBIT A-2 - REGULATORY COMPLIANCE AND FINANCIAL PROVISIONS.....**

**I. FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS.....**

A. MEDICARE COMPLIANCE PROGRAM REQUIREMENTS.....

B. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).....

**II. STATE AND LOCAL REGULATIONS COMPLIANCE PROVISIONS.....**

**III. CONTRACTOR REVENUE.....**

C. PATIENT CHARGES.....

D. FEE ADJUSTMENTS.....

E. BILLING/COLLECTION SERVICES.....

**VI. ADDITIONAL PROVISIONS.....**

F. FIRST RESPONDER FEES.....

G. AIR AMBULANCE CONTRACTS.....

H. ACCOUNTING PROCEDURES.....

I. ADMINISTRATIVE PROVISIONS.....

J. CONTINUOUS SERVICE DELIVERY.....

K. MATERIAL BREACH AND PROVISIONS FOR TERMINATION OF THE CONTRACT.....

L. DEFINITIONS OF BREACH.....

**V. COUNTY'S REMEDIES.....**

M. TERMINATION.....

N. EMERGENCY TAKEOVER.....

**VI. PROVISIONS FOR CURING MATERIAL BREACH.....**

O. SPECIFICATIONS.....

**VII. TERMINATION.....**

P. WRITTEN NOTICE.....

Q. FAILURE TO PERFORM.....

**VIII. EMERGENCY TAKEOVER.....**

R. SPECIFICATIONS.....

**IX. IMPLEMENTATION PLAN AND SCHEDULE.....**

S. PROPOSED SERVICES AND START-UP.....

**X. "LAME DUCK" PROVISIONS.....**

T. CONDITIONS.....

**XI. GENERAL PROVISIONS.....**

U. ASSIGNMENT.....

V. PERMITS AND LICENSES.....

W. COMPLIANCE WITH LAWS AND REGULATIONS.....

X. PRIVATE WORK.....

Y. RETENTION OF RECORDS.....

Z. PRODUCT ENDORSEMENT/ADVERTISING.....

AA. OBSERVATION AND INSPECTIONS.....

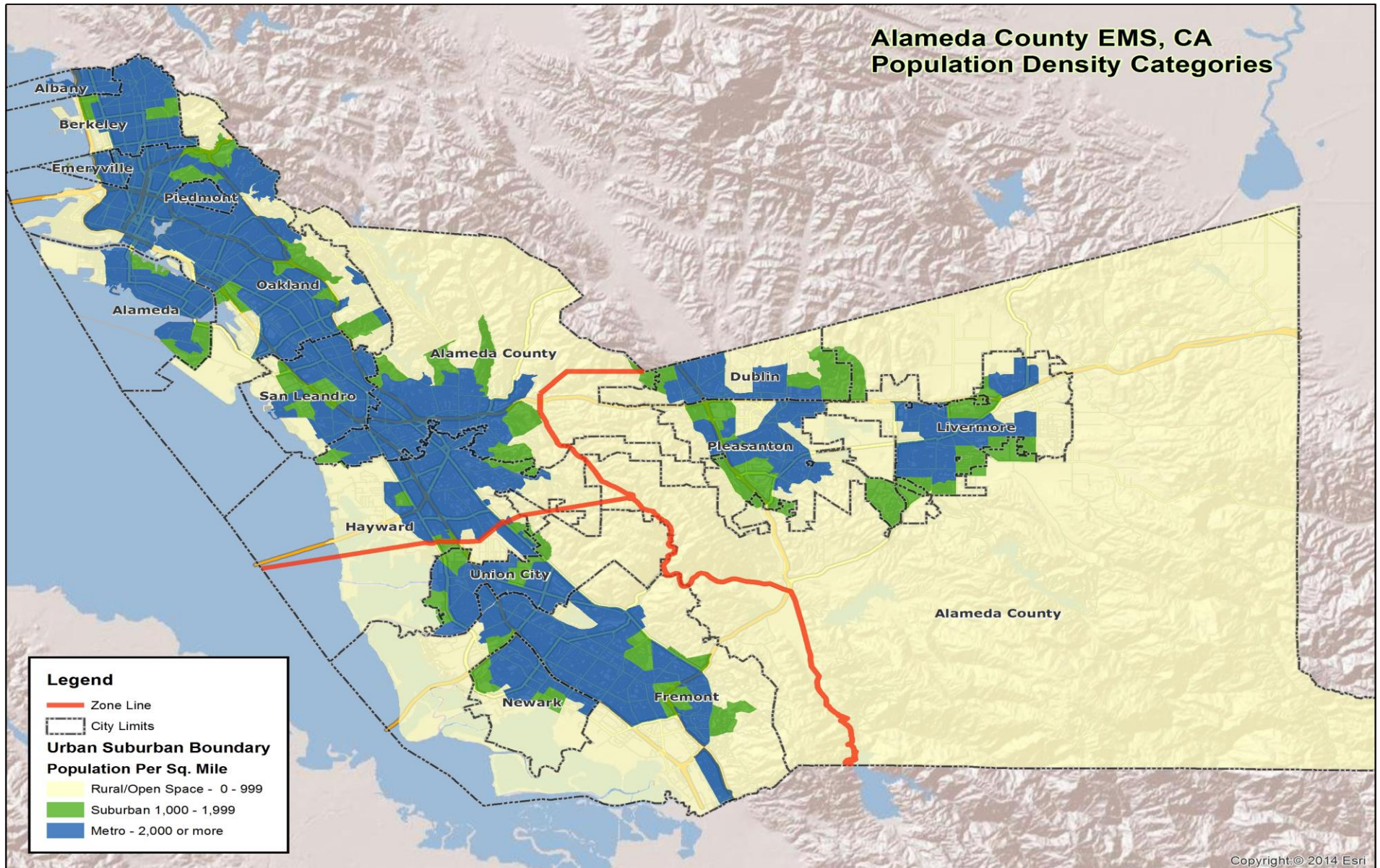
BB. OMNIBUS PROVISION.....

**EXHIBIT A-3(A) - ACCEPTANCE FORM.....**

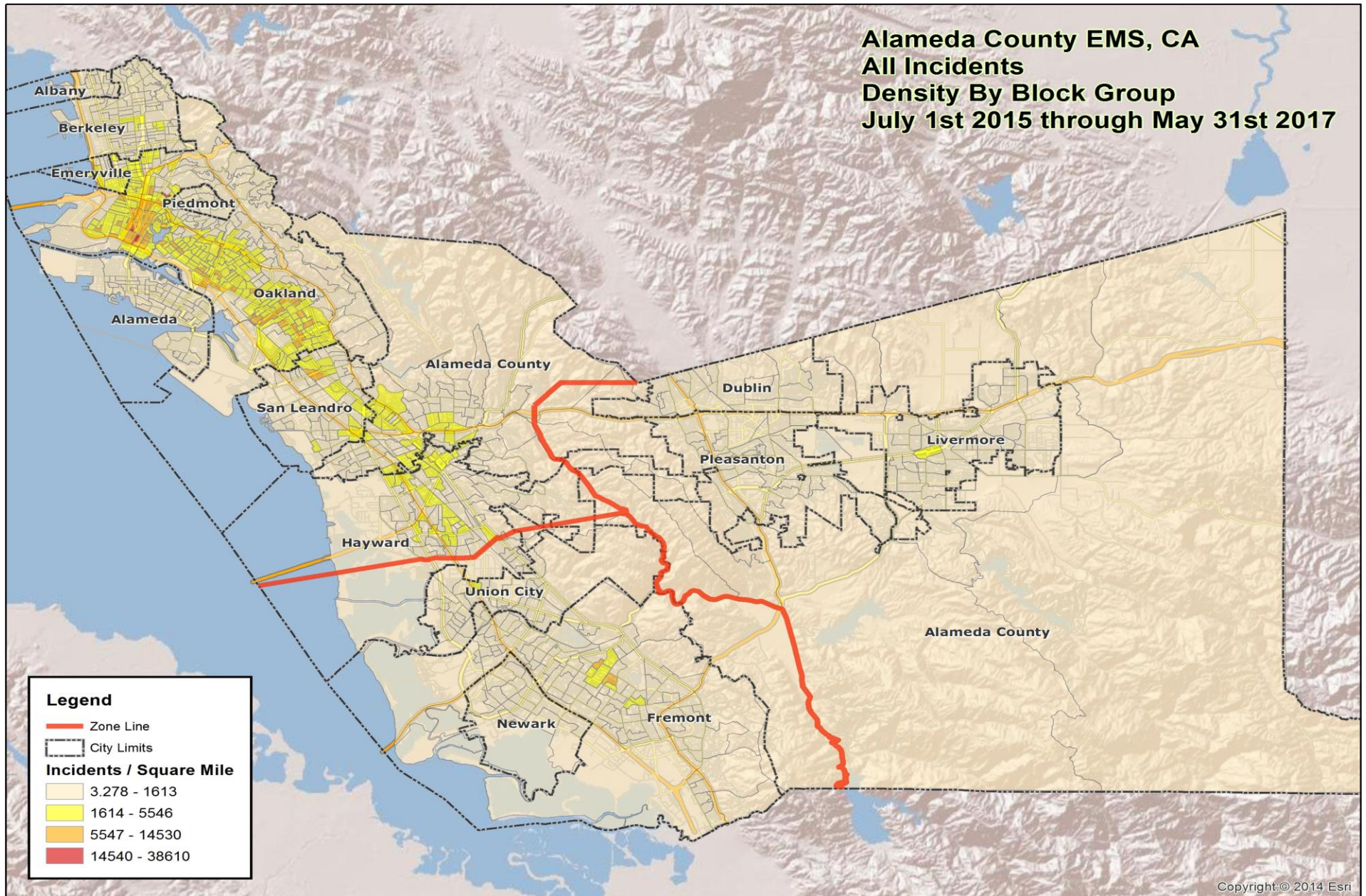
**EXHIBIT A-3(B) - PROPOSAL REQUIREMENTS CHECKLIST .....**

**EXHIBIT D - AMBULANCE DEPLOYMENT PLAN .....**

**EXHIBIT F - MAPS**







**EXHIBIT G – MPDS CLINICAL RESPONSE PRIORITIES**

	<b>Priority 1</b>
	<b>Code 3 ALS First Responder</b>
	<b>Code 3 ALS Ambulance</b>
	<b>Code 3 EMS Supervisor</b>
14E	Drowning
02E	Allergic Rx
14C	Drowning
31E	Uncon. / Syncope
14A	Drowning
09E	Cardiac / Resp Arrest
06E	Breathing Problems
11E	Choking
06D	Breathing Problems
07E	Burns / Explosions
23D	Overdose / Poisoning
14B	Drowning
27B	GSW / Stabbing / Pen. Trauma
27D	GSW / Stabbing / Pen. Trauma
30D	Traumatic Injury
02D	Allergic Rx
09D	Cardiac / Resp Arrest
07D	Burns / Explosions
14D	Drowning

	<b>Priority 2</b>
	<b>Code 3 ALS First Responder</b>
	<b>Code 3 ALS Ambulance</b>
06C	Breathing Problems
12D	Seizures
07C	Burns / Explosions
31D	Uncon. / Syncope
10D	Chest Pain
19D	Heart Problems
02C	Allergic Rx
21C	Hemorrhage/Lacerations
25D	Suicide Attempt
13D	Diabetic Problems
12C	Seizures
29D	MVA

22D	Entrapment
24D	Pregnancy / Childbirth
04D	Assault/Sex Assault
02B	Allergic Rx
03D	Animal Bite/Attack
26C	Sick Person
19C	Heart Problems
05D	Back Pain
21D	Hemorrhage/Lacerations
24C	Pregnancy / Childbirth
13C	Diabetic Problems
15D	Electrocution
10C	Chest Pain
18C	Headache
17B	Falls
31C	Uncon. / Syncope
19B	Heart Problems
01D	ABD Pain
12B	Seizures
07A	Burns / Explosions
11D	Choking
12A	Seizures
21B	Hemorrhage/Lacerations
08C	CO / Inh. / Hazmat
28A	Stroke / CVA
28B	Stroke / CVA
07B	Burns / Explosions
15C	Electrocution
08D	CO / Inh. / Hazmat
22B	Entrapment
29B	MVA
29A	MVA
09B	Cardiac / Resp Arrest
27A	GSW / Stabbing / Pen. Trauma
11A	Choking
09O	Cardiac / Resp Arrest
29O	MVA
08O	CO / Inh. / Hazmat
15E	Electrocution
17D	Falls
28C	Stroke / CVA

	<b>Priority 3</b>
	<b>Code 3 ALS First Responder (As needed)</b>
	<b>Code 3 ALS Ambulance</b>
33A	Inter-Fac Transfer - Routine
33C	Inter-Fac Transfer - Routine
33D	Inter-Fac Transfer - Routine
	<b>Code 3 ALS Ambulance</b>
37A	Inter-Fac Transfer - Specific
37C	Inter-Fac Transfer - Specific
37D	Inter-Fac Transfer - Specific

	<b>Priority 4</b>
	<b>Code 2 BLS or ALS First Responder (Optional)</b>
	<b>Code 2 BLS or ALS Ambulance</b>
17B	Falls
20C	Heat / Cold Exposure
23C	Overdose / Poisoning
20D	Heat / Cold Exposure
24B	Pregnancy / Childbirth
01C	ABD Pain
18A	Headache
05C	Back Pain
20A	Heat / Cold Exposure
30B	Traumatic Injury
23B	Overdose / Poisoning
21B	Hemorrhage/Lacerations
25B	Suicide Attempt
24O	Pregnancy / Childbirth
19A	Heart Problems
25A	Suicide Attempt
13A	Diabetic Problems
05A	Back Pain
26A	Sick Person
26B	Sick Person
01A	ABD Pain
02A	Allergic Rx
17A	Falls
30A	Traumatic Injury
26O	Sick Person
24A	Pregnancy / Childbirth

10A	Chest Pain
16A	Eye Injury / Problem
21A	Hemorrhage/Lacerations
31A	Uncon. / Syncope
23O	Overdose / Poisoning
20B	Heat / Cold Exposure
32B	Unk. Problem (Man down)
04A	Assault/Sex Assault
32D	Unk. Problem (Man down)
03B	Animal Bite/Attack
03A	Animal Bite/Attack
04B	Assault/Sex Assault
08B	CO / Inh. / Hazmat
26D	Sick Person
16D	Eye Injury / Problem



**Emergency Medical Services District**

1000 San Leandro Blvd, Suite 200  
San Leandro, CA 94577

Travis Kusman, MPH, EMS Director  
Karl Sporer, MD, Medical Director

Main (510) 618-2050  
Fax (510) 618-2099

December 1, 2017

Howard Backer, MD, MPH, FACEP  
Director  
Emergency Medical Services Authority  
10901 Gold Center Drive, Suite 400  
Rancho Cordova, California 95670

*Via Electronic Mail*

Dear Dr. Backer,

Last month, the Alameda County Emergency Medical Services Agency (EMS) received several Letters of Intent from prospective bidders for the current Request for Proposal (RFP) for 911 Ambulance Services in the County. Under the terms of the RFP, several of the prospective bidders submitted questions regarding the RFP. Two of the four ambulance companies indicated that compliance with the requirement that Key Personnel be continuously involved in providing the respective Key Personnel services for the five years preceding the bid would be very difficult, if not impossible.

Given this feedback from prospective Bidders, I write to request the California Emergency Medical Services Authority's (EMSA) approval of the following modifications to the currently-active County of Alameda Request for Proposal No. EMS-901017 for Emergency Ambulance Service, 911 Response, ALS Transport, and Standby Service with Transportation authorization:

**Page 16 Section I.C.1.a.(1) to be modified as follows:**

a. Experience

(1) Each of the Bidder's Key Personnel (defined in [Exhibit A-1 - Section III.I.5.](#)) must have been **for a minimum of two (2) of the most recent**, ~~for the last five (5) calendar years~~ **from the date of Bidder's submission of its response to this RFP**, continuously engaged in providing or directly overseeing provision of those Key Personnel services as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA.



**Page 78 Section III.I.5.a. to be modified as follows:**

**a. Qualifications and Experience**

Each of the Key Personnel listed in this section must have a minimum of **two continuous years of experience within the most recent five (5) calendar years from the date of Bidder's submission of its response to this RFP**~~of experience~~ providing or directly overseeing provision of the services identified for each position as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA. Proposals shall include a list of and resumes for Key Personnel associated with the RFP. Provide no more than two pages of information for each person. The following information shall be included:

- (1) Relationship with Bidder, including job title and years of employment with Bidder
- (2) Role that the person will play in connection with the RFP
- (3) Business address, telephone, fax number, and e-mail
- (4) Educational background
- (5) Relevant experience
- (6) Relevant awards, certificates or other achievements

The EMS Agency requests approval for these changes in the interests of promoting competition and of allowing prospective Bidders the opportunity to assemble an adequately qualified and experienced team of Key Personnel to oversee provision of ambulance services to the Exclusive Operating Area. I am available to answer any associated questions that you may have and your response at the earliest opportunity would be greatly appreciated. Should EMSA approve the requested changes, a formal addendum will be prepared for your final review and approval prior to issuance.

Respectfully,



Travis Kusman, MPH, Paramedic  
EMS Director

Cc: Daniel Smiley, Chief Deputy Director, EMSA  
Steven McGee, Counsel, EMSA  
Brian Aiello, EMS Deputy Director  
Karl Sporer, MD, EMS Medical Director  
Scott Dickey, Assistant County Counsel



ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY

Rebecca Gebhart, Interim Director

**Emergency Medical Services District**

Travis Kusman, MPH, EMS Director

Karl Sporer, MD, Medical Director

1000 San Leandro Blvd, Suite 200  
San Leandro, CA 94577

Main (510) 618-2050

Fax (510) 618-2099

**COUNTY OF ALAMEDA  
Emergency Medical Services (EMS) Agency  
ADDENDUM No. 1  
to  
RFP No. EMS-901017  
for  
Emergency Ambulance Service, 911 Response, ALS  
Transport, and Standby Service with Transportation  
Authorization**

This County of Alameda, General Services Agency (GSA), RFP Addendum has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County's Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This RFP Addendum will also be posted on the GSA Contracting Opportunities website located at [http://www.acgov.org/gsa/purchasing/bid\\_content/ContractOpportunities.jsp](http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp).

The following Sections have been modified to read as shown below. Changes made to the original RFP document are in **bold** print and **highlighted**, and deletions made have a ~~strike through~~.

**Clarifications**

- The due date for the Letter of Intent (LOI) has changed from Wednesday, November 15, 2017 to Wednesday, November 29, 2017 at 2 pm. The new due date for written questions is also November 29, 2017 by 2:00 pm. As a result, RFP Section I.D., Calendar of Events, will change as follows.



## D. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	<b>October 27, 2017</b>	
<b>Letter of Intent Due</b>	<b>November <del>29, 15,</del> 2017 by 2:00 p.m.</b>	
Written Questions Due	<b>November <del>29, 15,</del> 2017 by 2:00 p.m.</b>	
Networking/Bidders Conference #1	<b>December 6, 2017 @ 2:30 p.m.</b>	at: Castro Valley Library 3600 Norbridge Avenue, Chabot Room Castro Valley, CA 94546
Networking/Bidders Conference #2	<b>December 7, 2017 @ 2:30 p.m.</b>	at: Behavioral Health Care Services 2000 Embarcadero Cove, Suite 400 Gail Steele/Alameda Room Oakland, CA 94606
Addendum Issued	<b>January 19, 2018</b>	
<b>Response Due</b>	<b>May 18, 2018 by 2:00 p.m.</b>	
<b>Responses Opened and Announced in Public</b>	<b>May 18, 2018 at 2:30 p.m. at 1000 San Leandro Blvd., 1<sup>st</sup> Floor, San Leandro, CA 94577</b>	
Evaluation Period	<b>May 21-July 31, 2018</b>	
Bidder Interviews	<b>July 26-31, 2018</b>	
Board Letter Recommending Award Issued	<b>September 11, 2018</b>	
Board Consideration to Award	<b>September 25, 2018</b>	
Board Award Date	<b>September 25, 2018</b>	
Contract Start Date	<b>October 1, 2018:</b> Contractor will begin mobilization efforts to insure that it can begin service on service start date.	
Service Start Date	<b>12:00 a.m. July 1, 2019</b> or immediately following the conclusion of the previous provider contract, if different from the service start date listed in the RFP.	

**Note:** Award and start dates are approximate.

Additions are indicated by **bold underline**. Deletions are indicated by ~~strikethrough~~.

**TABLE OF CONTENTS EXHIBIT A-2 – REGULATORY COMPLIANCE AND FINANCIAL PROVISIONS** is hereby modified as follows:

**VI. IV. ADDITIONAL PROVISIONS.....144**

This change is necessary because an error was discovered in the RFP table of contents, in which the Roman numeral identifying Additional Provisions was transposed to read VI instead of IV.

**Section I.A.K.2 is hereby modified as follows:**

The EMS Agency may extend the contract by mutual agreement with Contractor for up to an additional five (5) years. The EMS Agency may **also** unilaterally extend the contract an additional twenty four (24) months at any time **only once**, except, however, in no event shall this unilateral extension extend the total contract term beyond 10 years.

**Section I.F.1.k.K.1 is modified as follows:**

Quality of training, as described, that will be provided to EMTs **and Paramedics** as requested in ~~IV.P.3.e.(3)~~.

**Section I.F.1.k.M. is hereby modified as follows:**

**Health, Safety and Loss Mitigation = ~~Organizational Infrastructure and Billing and Accounting~~**

Proposals will be evaluated against the RFP specifications found in Exhibit A-1. Scored areas are:

1. Quality of Health safety and loss mitigation plan, as described in ~~IV.BB.1 and 2~~.
2. Quality of Safety program requirements described in ~~IV.R.1~~, and quality of PPE Use Policies described in ~~IV.R.2~~.

**Section I.F.1.I. is modified as follows:**

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

Additions are indicated by **bold underline**. Deletions are indicated by ~~strikethrough~~.

**Section I.G. is hereby modified as follows:**

**G. CONTRACT EVALUATION AND ASSESSMENT**

1. During the initial sixty (60) day period of any contract that may be awarded under this RFP, the CSC and/or other persons designated by the EMS Agency will meet with the Contractor to evaluate the services performance and to identify any issues or potential problems.

2. **If the EMS Agency believes the Contractor is not adequately performing its obligations or the services required by its Contract, the EMS Agency may request from the Contractor prompt written assurances of performance and a written plan acceptable to the EMS Agency to correct the deficiencies in Contractor's performance.**~~The EMS Agency reserves the right to determine, at its sole discretion, whether:~~

~~a. Contractor has complied with all terms of this RFP; and~~

~~b. Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such services have met the County requirements.~~

3. **Contractor shall provide such written assurances and such a written plan within ten (10) calendar days of its receipt of the EMS Agency's request and shall immediately thereafter diligently commence and perform such written plan.**~~If, as a result of such determination, the EMS Agency concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty five (45) days following notice. The EMS Agency will have the right to invite the next highest ranked Bidder to enter into a contract. The EMS Agency also reserves the right to re-bid this project if it is determined to be in its best interest to do so.~~

**4. Contractor's failure to provide such written assurances and/or perform such written plan within the required time may be considered a Material Breach of the contract.**

**Section I.L.1 is hereby modified as follows:**

The Contractor shall provide a performance guarantee ~~equivalent to six (6) months of operating expenses or~~ **of** fifteen million dollars (\$15,000,000); ~~whichever is greater,~~ in the form of cash or a letter of credit, or a performance security bond.

Additions are indicated by **bold underline**. Deletions are indicated by ~~striketrough~~.

**Section I.M.1 is hereby modified as follows:**

Contractor shall employ a dedicated competent account manager who shall be responsible for the County account/contract. ~~The position shall be held by the Operations Director.~~ The account manager shall receive all communications from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP. **The Operations Director shall be responsible as the account manager not later than the Contract Start Date.**

**Section I.O.14 is modified as follows:**

BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT. **FILLABLE TEMPLATES OF PDF FORMS WILL BE PROVIDED TO BIDDERS. BIDDERS ARE PERMITTED TO ELECTRONICALLY ENTER DATA INTO THESE FORMS AND EXCEL TEMPLATES FOR PURPOSES OF PRESENTATION TO THE COUNTY. BIDDERS SHALL NOT MODIFY UNDERLYING STRUCTURE OR COMPUTATIONAL LOGIC OR OTHERWISE RECREATE COUNTY-PROVIDED BID TEMPLATES AND/OR FORMS OR QUALIFY THEIR BIDS. IF SPACE ON ANY TEMPLATE AND/OR FORM IS INSUFFICIENT, BIDDERS MAY DUPLICATE OR IDENTICALLY REPLICATE THE COUNTY'S PROVIDED FORM AND/OR TEMPLATE STRUCTURE INCLUSIVE OF UNDERLYING COMPUTATIONAL LOGIC WHERE PRESENT FOR PURPOSES OF ACCOMMODATING THE ADDITIONAL INFORMATION TO BE PROVIDED.**

**Section IV.N.1 is modified as follows:**

EMTs, paramedics, EMS Supervisors, Operations Supervisors and Dispatch/System Status Supervisors shall not be scheduled to work shifts longer than 12 hours, and the absolute length of any mandated or "holdover" work assignment shall not exceed 14 hours, except during a locally proclaimed state of emergency within Alameda County (or in other jurisdictions when providing Mutual Aid) **or as may be authorized by the EMS Director or his/her designee.**

Additions are indicated by **bold underline**. Deletions are indicated by ~~strikethrough~~.

**Section IV.W.16.c is hereby modified as follows:**

**Failure to Respond** – Excessively prolonged response times are unacceptable to the EMS Agency and constitute a Failure to Respond consistent with the intent of the specifications within this RFP. Contractor shall pay **\$5,000** ~~\$50,000~~ for each failure by the Contractor to provide an ambulance on-scene within two hundred and fifty percent 250% of the Response Time Compliance Requirement to any location within the EOA where a medical response has been requested by an EMS Agency-approved EMD center. Payment of such liquidated damages does not release Contractor of any other liability from its failure to respond.

**Section IV.BB. is hereby modified as follows:**

**BB. INTERNAL RISK MANAGEMENT/LOSS CONTROL PROGRAM REQUIRED**

The EMS Agency believes that education and aggressive prevention of conditions in which accidents occur, are the best mechanisms to avoid injuries to Contractor's staff.

1. Contractor shall develop and **submit** ~~implement prior to the start of services~~ an aggressive written health, safety and loss mitigation program **that it will implement prior to the start of services** including, at a minimum:
  - a. Pre-screening of potential employees (including drug testing)
  - b. Initial and on-going driver training
  - c. Lifting technique training
  - d. Hazard reduction training
  - e. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues
  - f. Involvement of employees in planning and executing its safety program
  - g. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents
2. Contractor's planning for a health, safety and risk mitigation process will include, at a minimum:
  - a. Gathering data on ALL incidents that occur among the Contractor's workforce.

Additions are indicated by **bold underline**. Deletions are indicated by ~~striketrough~~.

- b. Analyzing the data to find causative factors and determine preventive measures.
  - c. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.
  - d. Gathering health and safety information as required by law.
  - e. Implementing training and corrective action on health and safety related incidents, as required by law.
  - f. Providing initial and on-going training on safe practices and interventions.
  - g. Providing safe equipment and vehicles.
- Specifications, Terms & Conditions for 911 Ambulance Services

→ Accept the Internal Risk Management/Loss Control Program requirements described in IV.BB.1-2 by execution of Exhibit A-3(a).

**→ Submit a written health, safety and loss mitigation program as described in IV.BB.1-2.**

Section IV.JJ.5 is hereby modified as follows:

5. **Emergency Recall of Workforce** – Contractor shall have the ability to **efficiently and effectively** recall personnel to increase ambulance deployment **to meet demand for service within the EOA.** ~~by 25% above normal day-high deployment within four hours.~~

Section IV.JJ.8.h. is hereby added as follows:

**CHEMPACK- Contractor shall house and be accountable for managing two (2) EMS CHEMPACK Containers in accordance with State of California and Federal requirements. The following documents will be posted to the Secure Site previously provided to Bidders for the purpose of accessing EMS system data and materials:**

- (a) **State of California Health and Human Services Agency Department of Health Services *REQUIREMENTS FOR CHEMPACK LOCATION***
- (b) **CHEMPACK Project Office, Strategic National Stockpile Program, Centers for Disease Control and Prevention *The CHEMPACK Project Guidelines.***

Additions are indicated by **bold underline**. Deletions are indicated by ~~strikethrough~~.

Section V.N.1 is modified as follows:

The County shall have the right to pursue Contractor for damages and the right of Emergency takeover as set forth in ~~I, H, 1~~ below **V, VI, VII and/or VIII.**

The following has been added to EXHIBIT A-3(b) – PROPOSAL SUBMISSIONS CHECKLIST:

**→ Submit a written health, safety and loss mitigation program as described in IV.BB.1-2.**

Additions are indicated by **bold underline**. Deletions are indicated by ~~strikethrough~~.

**Exhibit C is hereby modified as follows:**

**EXHIBIT C – LIQUIDATED DAMAGES**

<b>Event</b>	<b>Criteria Reference</b>	<b>Damages</b>
<b>Failure to Meet Minimum In-Service Equipment/Supply Requirements</b>	IV.W.16.a.(2)&(3)	<b>\$1,000.00</b> for omissions that do not rise to the level of removing the unit from service <b>\$10,000</b> for violations that result in the unit being removed immediately from service
<b>Failure to provide on-scene time</b>	IV.W.16.b	<b>\$500</b> every time the ambulance crew fails to report and document on-scene time.
<b>Failure to respond to an emergency request for a response from an EMS Agency-approved EMD center</b>	IV.W.16.c	<b><u>\$5,000</u></b> <del>\$50,000</del> for each failure to respond to a reasonable request from an EMS Agency-approved EMD center. Prior to imposition, the County will conduct an investigation of the incident.
<b>Failure to enter the approved “short version” ePCR at the receiving hospital, on patients for whom a PCR is essential, before returning to service.</b>	IV.W.16.d IV.Z.3.a-j	<b>\$500</b> per incident will apply.
<b>Failure to provide timely reports as defined in the RFP</b>	IV.W.16.e IV.AA.3&4	<b>\$500</b> per report per day received after specified due date.
<b>Failure to meet response time requirements.</b>	IV.W.1-4 IV.W.16.f IV.W.15.c - escalating charges for failure to correct repetitive patterns of non-compliance	\$30,000 \$60,000 \$120,000 \$250,000
<b>Response and/or transport by a BLS unit when the category requires an ALS unit</b>	IV.M.1&4	<b>\$500</b> for every incident in which a BLS ambulance responds and transports a patient requiring an ALS ambulance



Additions are indicated by **bold underline**. Deletions are indicated by ~~strikethrough~~.

## Exhibit G:

The following changes are being made to Exhibit G - MPDS Clinical Response Priorities:

### 1. Missing Determinants

Three (3) MPDS determinants were missing from Exhibit G as they were not utilized in Alameda County at any time during the two-year study period used to construct the MPDS Clinical Response Priorities. These three (3) determinants have been added to the appropriate Priority:

16B Eye Problems Severe - Priority 4

18B Headache Unknown Status - Priority 4

22A Inaccessible Incident, No longer Trapped - Priority 2

### 2. Duplicate Determinants

Two (2) determinants were originally placed in two (2) Priority categories. To eliminate the duplication, each of these two (2) determinants have been assigned to a single Priority category:

17B Falls - Priority 4

21B Hemorrhage Possibly Dangerous - Priority 4

### 3. Non-existent Determinants

The following two (2) determinants do not exist in the current version of MPDS and have been deleted:

19B Heart Problems – Deleted

28B Stroke – Deleted

### 4. Determinants with the Possibility of Arrest or Agonal/Ineffective Breathing

Additional evaluation of several Delta and Echo determinants categorized as Priority 2, which may describe patients as having an arrest or agonal/ineffective breathing, was performed. A query of the rate of airway interventions (a proxy for an arrest or agonal/ineffective breathing) demonstrates a very low probability

Additions are indicated by **bold underline**. Deletions are indicated by ~~strikethrough~~.

of occurrence. As such, the assignment of Clinical Response Priority 2 was confirmed to be adequate for these determinants.

MPDS Determinant 33D has a high rate of airway intervention. This Determinant is assigned Clinical Response Priority 3, as these patients are all located in a medical facility under the care of a physician. Accordingly, a lights and sirens ALS ambulance will respond.

A summary of these Clinical Response Priority assignments is provided below.

Determinant	Category	Priority
3D	Animal Bites	2
4D	Assault	2
8D	Carbon Monoxide	2
12D	Convulsions/Seizure	2
15E	Electrocutions	2
17D	Falls	2
19D	Heart Problems	2
21D	Hemorrhage	2
24D	Pregnancy	2
29D	Traffic	2
31D	Unconscious	2
33D	Transfer/Interfacility	3

5. Determinants that include “Not alert”

Additional evaluation of three (3) Determinants that describe patients as “Not Alert” was performed. The query demonstrates a low rate of airway intervention, and these three (3) Determinants will remain assigned Clinical Response Priority 2.

Determinant	Category	Priority
16D	Eye Problems	2
20D	Heat/Cold Exposure	2
26D	Sick Person	2

Additions are indicated by **bold underline**. Deletions are indicated by ~~strikethrough~~.

6. Clinical Response Priority 2 Determinants that indicate Obvious or Expected Death

Additional evaluation of two (2) Determinants assigned Clinical Response Priority 2 and that describe a patient’s status as “Obvious Death” or “Expected Death” was performed. These two (2) Determinants are assigned the following Clinical Response Priorities:

09B Obvious Death – Priority 2 (397 patients over two-year evaluation period)

09O Expected Death – Priority 4 (5 patients over two-year evaluation period)

The existing RFP section titled “Exhibit G - MPDS Clinical Response Priorities” is hereby deleted in its entirety and replaced with the following new Exhibit G:

**EXHIBIT G – MPDS CLINICAL RESPONSE PRIORITIES**

	<b>Priority 1</b>
	<b>Code 3 ALS First Responder</b>
	<b>Code 3 ALS Ambulance</b>
	<b>Code 3 EMS Supervisor</b>
02D	Allergic Rx
02E	Allergic Rx
06D	Breathing Problems
06E	Breathing Problems
07D	Burns / Explosions
07E	Burns / Explosions
09D	Cardiac / Resp Arrest
09E	Cardiac / Resp Arrest
11E	Choking
14A	Drowning
14B	Drowning
14C	Drowning
14D	Drowning
14E	Drowning
23D	Overdose / Poisoning
27B	GSW / Stabbing / Pen. Trauma
27D	GSW / Stabbing / Pen. Trauma
30D	Traumatic Injury
31E	Uncon. / Syncope

Additions are indicated by **bold underline**. Deletions are indicated by ~~strikethrough~~.

	<b>Priority 2</b>
	<b>Code 3 ALS First Responder</b>
	<b>Code 3 ALS Ambulance</b>
01D	ABD Pain
02B	Allergic Rx
02C	Allergic Rx
03D	Animal Bite/Attack
04D	Assault/Sex Assault
05D	Back Pain
06C	Breathing Problems
07A	Burns / Explosions
07B	Burns / Explosions
07C	Burns / Explosions
08C	CO / Inh. / Hazmat
08D	CO / Inh. / Hazmat
08O	CO / Inh. / Hazmat
09B	Cardiac / Resp Arrest
10C	Chest Pain
10D	Chest Pain
11A	Choking
11D	Choking
12A	Seizures
12B	Seizures
12C	Seizures
12D	Seizures
13C	Diabetic Problems
13D	Diabetic Problems
15C	Electrocution
15D	Electrocution
15E	Electrocution
17D	Falls
18C	Headache
19C	Heart Problems
19D	Heart Problems
21C	Hemorrhage/Lacerations
21D	Hemorrhage/Lacerations
22A	Inaccessible Incident- No longer trapped
22B	Entrapment
22D	Entrapment
24C	Pregnancy / Childbirth
24D	Pregnancy / Childbirth

Additions are indicated by **bold underline**. Deletions are indicated by ~~strikethrough~~.

25D	Suicide Attempt
26C	Sick Person
27A	GSW / Stabbing / Pen. Trauma
28A	Stroke / CVA
28C	Stroke / CVA
29A	MVA
29B	MVA
29D	MVA
29O	MVA
31C	Uncon. / Syncope
31D	Uncon. / Syncope

	<b>Priority 3</b>
	<b>Code 3 ALS First Responder (As needed)</b>
	<b>Code 3 ALS Ambulance</b>
33A	Inter-Fac Transfer - Routine
33C	Inter-Fac Transfer - Routine
33D	Inter-Fac Transfer - Routine
	<b>Code 3 ALS Ambulance</b>
37A	Inter-Fac Transfer - Specific
37C	Inter-Fac Transfer - Specific
37D	Inter-Fac Transfer - Specific

	<b>Priority 4</b>
	<b>Code 2 BLS or ALS First Responder (Optional)</b>
	<b>Code 2 BLS or ALS Ambulance</b>
01A	ABD Pain
01C	ABD Pain
02A	Allergic Rx
03A	Animal Bite/Attack
03B	Animal Bite/Attack
04A	Assault/Sex Assault
04B	Assault/Sex Assault
05A	Back Pain
05C	Back Pain
08B	CO / Inh. / Hazmat
09O	Cardiac / Resp Arrest
10A	Chest Pain

Additions are indicated by **bold underline**. Deletions are indicated by ~~strikethrough~~.

13A	Diabetic Problems
16A	Eye Injury / Problem
16B	Severe Eye Injury
16D	Eye Injury / Problem
17A	Falls
17B	Falls
18A	Headache
18B	Headache Unknown Status
19A	Heart Problems
20A	Heat / Cold Exposure
20B	Heat / Cold Exposure
20C	Heat / Cold Exposure
20D	Heat / Cold Exposure
21A	Hemorrhage/Lacerations
21B	Hemorrhage/Lacerations
23B	Overdose / Poisoning
23C	Overdose / Poisoning
23O	Overdose / Poisoning
24A	Pregnancy / Childbirth
24B	Pregnancy / Childbirth
24O	Pregnancy / Childbirth
25A	Suicide Attempt
25B	Suicide Attempt
26A	Sick Person
26B	Sick Person
26D	Sick Person
26O	Sick Person
30A	Traumatic Injury
30B	Traumatic Injury
31A	Uncon. / Syncope
32B	Unk. Problem (Man down)
32D	Unk. Problem (Man down)

**EXHIBIT E – MANDATORY TABLE OF CONTENTS EXHIBIT A-2 – REGULATORY COMPLIANCE AND FINANCIAL PROVISIONS is hereby modified as follows:**

**~~VI~~ IV. ADDITIONAL PROVISIONS.....**

This change is necessary because an error was discovered in the table of contents for Exhibit A-2, in which the Roman numeral identifying Additional Provisions was transposed to read VI instead of IV.



**Emergency Medical Services District**

Travis Kusman, MPH, EMS Director

Karl Sporer, MD, Medical Director

1000 San Leandro Blvd, Suite 200  
San Leandro, CA 94577

Main (510) 618-2050

Fax (510) 618-2099

**COUNTY OF ALAMEDA  
Emergency Medical Services (EMS) Agency  
ADDENDUM No. 4  
to  
RFP No. EMS-901017  
for  
Emergency Ambulance Service, 911 Response, ALS  
Transport, and Standby Service with Transportation  
Authorization**

This County of Alameda, General Services Agency (GSA), RFP Addendum has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County's Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This RFP Addendum will also be posted on the GSA Contracting Opportunities website located at [http://www.acgov.org/gsa/purchasing/bid\\_content/ContractOpportunities.jsp](http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp).

The following Sections have been modified to read as shown below. Changes made to the original RFP document are in **bold** print and **highlighted**, and deletions made have a ~~strike through~~.

**RFP Modification**

Section I.A.2, Page 10 of the RFP is hereby modified as follows:

2. The EMS Agency is considering several possibilities for increasing reimbursement financing for ambulance contracts under federal and state programs. Therefore at this

time, to maximize efficiency and performance, and to minimize financial and operational risk to taxpayers, the EMS Agency intends to award a direct contract from the EMS Agency to a single Contractor experienced in the business management, financing, and operation of large 911 ALS Ambulance Services, operating through high performance contracts (See Bidder [Minimum Qualifications - Section C.1](#)). The selected Contractor, as defined in this RFP, ~~may not subcontract any 911 Ambulance Services provided to the County to any other organization, 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 Contractor may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance. All services provided by the contractor shall be substantively integrated, meaning that all components of Contractor's services shall be integrated and provided throughout the EOA, and no services shall be exclusively dedicated to areas smaller than the EOA or severable from the services provided to the entire EOA.





Emergency Medical Services District

Travis Kusman, MPH, EMS Director  
Karl Sporer, MD, Medical Director

1000 San Leandro Blvd, Suite 200  
San Leandro, CA 94577

Main (510) 618-2050  
Fax (510) 618-2099

**COUNTY OF ALAMEDA  
Emergency Medical Services (EMS) Agency  
ADDENDUM No. 5  
to  
RFP No. EMS-901017  
for  
Emergency Ambulance Service, 911 Response, ALS  
Transport, and Standby Service with Transportation  
Authorization**

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The following Sections have been modified to read as shown below. Changes made to the original RFP document are in **bold** print and **highlighted**, and deletions made have a ~~strike through~~.

**RFP Modification**

The RFP Section I.D., Calendar of Events, Page 21, shall read as follows:

## D. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
Request Issued	October 27, 2017
Letter of Intent Due	November 29, 2017 by 2:00 p.m.
Written Questions Due	December 15, 2017 by 5:00 p.m.
Networking/Bidders Conference #1	December 6, 2017 @ 2:30 p.m. at: Castro Valley Library 3600 Norbridge Avenue, Chabot Room Castro Valley, CA 94546
Networking/Bidders Conference #2	December 7, 2017 @ 2:30 p.m. at: Behavioral Health Care Services 2000 Embarcadero Cove, Suite 400 Gail Steele/Alameda Room Oakland, CA 94606
Addendum #1 Issued	November 15, 2017
Addendum #2 Issued	December 13, 2017
Addendum #3 Issued	January 19, 2018
Addendum #4 Issued	April 9, 2018
Addendum #5 Issued	May 11, 2018
Response Due	May July 18, 2018 by 2:00 p.m.
Responses Opened and Announced in Public	May July 18, 2018 at 2:30 p.m. at 1000 San Leandro Blvd., 1 <sup>st</sup> Floor, San Leandro, CA 94577
Evaluation Period	May July 21-19 July August 3-19, 2018
Bidder Interviews	July August 26-31, 2018
Board Letter Recommending Award Issued	September 11, 2018
Board Consideration to Award	September 25, 2018
Board Award Date	September 25, 2018
Contract Start Date	October 1, 2018: Contractor will begin mobilization efforts to insure that it can begin service on service start date.
Service Start Date	12:00 a.m. July 1, 2019 or immediately following the conclusion of the previous provider contract, if different from the service start date listed in the RFP.

**Note:** Award and start dates are approximate.

The RFP Section I.A.2, Page 10 of the RFP is hereby modified and shall read as follows:

2. The EMS Agency is considering several possibilities for increasing reimbursement financing for ambulance contracts under federal and state programs. Therefore at this time, to maximize efficiency and performance, and to minimize financial and operational risk to taxpayers, the EMS Agency intends to award a direct contract from the EMS Agency to a single Contractor experienced in the business management, financing, and operation of large 911 ALS Ambulance Services, operating through high performance contracts (See Bidder [Minimum Qualifications - Section C.1](#)). The selected Contractor, as defined in this RFP, must directly employ all Key Personnel **as described in this RFP, or, to the extent a “Key Personnel” role is filled by a subcontractor or its employee, the Contractor must contractually assume an equivalent level of responsibility for the subcontractor and its “Key Personnel” equivalent, including but not limited to communication, oversight, and control** as well as EMT’s and Paramedics as described in this RFP. However, the selected Contractor may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance. All services provided by the Contractor shall be substantively integrated, meaning that all components of Contractor’s services shall be integrated and provided throughout the EOA, and no services shall be exclusively dedicated to areas smaller than the EOA or severable from the services provided to the entire EOA.

The RFP definition of Key Personnel within the ACRONYM AND TERM GLOSSARY on Page 8, is hereby modified and shall read as follows:

<b>Key Personnel</b>	Personnel in key leadership positions as described in this RFP <del>directly employed by the Contractor</del> with their primary physical location of work within Alameda County. Each Key Personnel position must be filled by a separate individual, who is fully committed to and responsible for the functions of that position, with appropriate authority to direct and oversee the Contractor’s Alameda County 911 Ambulance Services. All Key Personnel are subject to prior approval by the EMS Agency.
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The RFP Section I.O.1. SUBMITTAL OF BIDS, Page 37 of the RFP is hereby modified and shall read as follows:

1. All bids must be SEALED and must be received at the Alameda County Emergency Medical Services Agency by 2:00 p.m. on the due date specified in the Calendar of Events. All bids received shall remain sealed until they are opened at the same time in public. All bids will be opened at 2:30 p.m. at the Alameda County Emergency Medical Services Agency on ~~May~~ **July** 18, 2018 and the following recorded and read aloud to the persons present:
  - a. RFP number
  - b. Submission date
  - c. General description of service being procured
  - d. Names of responders
  - e. Amounts proposed
  - f. Any other information the EMS Agency determines is necessary

The RFP EXHIBIT A-1- PROPOSAL REQUIRMENTS / MINIMUM SERVICES REQUIREMENTS Section III.I.1., Page 77 is hereby modified and shall read as follows:

1. The EMS Agency recognizes the Contractor's need to ensure adequate supervision of its personnel and the delegation of authority to address day-to-day operational needs. Personnel in key leadership positions as described in this section shall ~~be directly employed by the Contractor with~~ **have** their primary physical location of work within Alameda County. ~~Contracting for the services of these personnel by the Contractor is not acceptable.~~ Each position listed in 5 a-f and 6 a-e in this section must be filled by a separate individual, who is fully committed to and responsible for the functions of that position, with appropriate authority to direct and oversee the Contractor's Alameda County 911 Ambulance Services. The EMS Director, EMS Medical Director, or their designees shall have direct access to these individuals. All Key Personnel are subject to prior approval by the EMS Agency.

The RFP EXHIBIT A-1- PROPOSAL REQUIREMENTS / MINIMUM SERVICES REQUIREMENTS Section III.I.5., Pages 78 – 80 is hereby modified and shall read as follows:

**5. Key Personnel:**

The EMS Agency shall at all times have direct access to the Key Personnel identified in this RFP. This includes the right to call regular meetings with Key Personnel, as well as unscheduled inspections, interviews, and visits. Key Personnel shall be required to cooperate fully with the EMS Agency.

**a. Qualifications and Experience**

Each of the Key Personnel listed in this section must have a minimum of five (5) years of experience providing or directly overseeing provision of the services identified for each position as required by a high performance contract to a primary 911 Ambulance Services provider with exclusivity at the ALS level for an operating area of greater than 800,000 persons, with size, geographical spread, population densities, and call volume proportionately similar to those of the County of Alameda's EOA. Proposals shall include a list of and resumes for Key Personnel associated with the RFP. Provide no more than two pages of information for each person. The following information shall be included:

- (1) Relationship with Bidder, including job title and years of employment with Bidder
- (2) Role that the person will play in connection with the RFP
- (3) Business address, telephone, fax number, and e-mail
- (4) Educational background
- (5) Relevant experience
- (6) Relevant awards, certificates or other achievements

**b. Operations Director:** Contractor shall employ a 1.0 FTE Operations Director to oversee and be wholly responsible for the overall functioning of the Contractor's Alameda County

911 Emergency Ambulance Services. **To the extent the Operations Director role is filled by a subcontractor or its employee, the Contractor must contractually assume an equivalent level of responsibility for the subcontractor and its Operations Director equivalent, including but not limited to communication, oversight, and control.** This person shall have prior experience managing a large, high-performance EMS system. This person shall be a champion of quality management, and ensure all upper-level management positions are trained and participate.

- (1) This person shall have training in the American Ambulance Association's Ambulance Service Manager Certificate Program, or the equivalent, within twelve (12) months of their appointment.
- (2) The Operations Director shall perform the duties of the Account Manager who shall be responsible for the Alameda County EMS Agency account/contract. ([see Section M, Account Manager/ Support Staff in this RFP](#))

The EMS Director and EMS Medical Director must approve the individual filling this position, which will require a background check and resume verification. In the event that this approval is withheld or withdrawn, Contractor shall appoint a qualified replacement acceptable to the EMS Agency.

- c. **Finance Manager:** Contractor shall employ a 1.0 FTE Finance Manager to oversee and be responsible only for the financial performance of the Contractor's Alameda County operations. **To the extent the Finance Manager role is filled by a subcontractor or its employee, the Contractor must contractually assume an equivalent level of responsibility for the subcontractor and its Finance Manager equivalent, including but not limited to communication, oversight, and control.** This person shall be qualified by education, training,

and experience to manage the financial operations of a large, complex organization that provides 911 Emergency Ambulance Services.

- d. **Health/Safety/Risk Management Specialist:** Contractor shall employ a 1.0 FTE Health, Safety, and Risk Management Specialist responsible to develop and maintain comprehensive employee health, safety, and risk management programs. This shall include but not be limited to training employees on health and safety policies, procedures, and regulations; verifying compliance with federal, state, and local regulations; assuring proper records are completed and filed; and assuring health and safety deficiencies are quickly identified and resolved. **To the extent the Health, Safety, and Risk Management Specialist role is filled by a subcontractor or its employee, the Contractor must contractually assume an equivalent level of responsibility for the subcontractor and its Health, Safety, and Risk Management Specialist equivalent, including but not limited to communication, oversight, and control.**

- e. **Provider Medical Director:** Contractor shall employ at a minimum a 0.5 FTE, licensed physician and surgeon, who is
- (1) board-certified in emergency medicine
  - (2) experienced in emergency medicine
  - (3) experienced and preferably fellowship-trained in emergency medical services.

**To the extent the Provider Medical Director role is filled by a subcontractor or its employee, the Contractor must contractually assume an equivalent level of responsibility for the subcontractor and its Provider Medical Director equivalent, including but not limited to communication, oversight, and control.**

The EMS Director and EMS Medical Director must approve

the individual filling this position, which will require a background check and resume verification. In the event that this approval is withheld or withdrawn, Contractor shall appoint a qualified replacement acceptable to the EMS Agency.

This Physician shall oversee the Contractor's clinical performance. The Physician shall also be responsible for and facilitate the procurement and oversight of pharmaceuticals used by the Contractor in delivering service including controlled substances. The Provider Medical Director is distinct from, and does not have the powers or authority of the Medical Director of the Local EMS Agency, as defined in [California Health and Safety Code section 1797.202](#).

- f. **Quality Manager:** Contractor shall employ a 1.0 FTE registered nurse who is highly qualified and experienced in emergency and critical care, or a paramedic who is highly qualified and experienced, to implement and oversee Contractor's on-going quality management. **To the extent the Quality Manager role is filled by a subcontractor or its employee, the Contractor must contractually assume an equivalent level of responsibility for the subcontractor and its Quality Manager equivalent, including but not limited to communication, oversight, and control.** This individual shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Contract. This individual or their designee will have sufficient rank and ability to directly conduct clinical investigations and the authority to take appropriate corrective action.

The EMS Director and EMS Medical Director must approve the individual filling this position, which will require a background check and resume verification. In the event that this approval is withheld or withdrawn, Contractor shall appoint a qualified replacement acceptable to the EMS Agency.



The RFP EXHIBIT A-2- REGULATORY COMPLIANCE AND FINANCIAL PROVISIONS Section IV.L.11., Page 149 is hereby modified and shall read as follows:

11. Failure to ~~directly and~~ continuously employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of the EMS Director and/or EMS Medical Director at any time during the course of the Contract term;