



**Request for Proposal # *17-0006***

**Operator for  
Emergency Ambulance Services  
Exclusive Operating Area**

**Imperial County, California**

**Release Date: 15 May 2017**

**Proposal Due Date: 6 July 2017**

**Time: 4:00 PM PDT**

**Recipient Location:**

County of Imperial  
Purchasing Department  
1125 Main Street, El Centro, California 92243  
Attn: Debbie Wray, Purchasing Agent

**REQUEST FOR PROPOSAL**

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G. ENVELOPE THREE: LABELED “PRICE SHEET” 3 COPIES (FORM IN APPENDIX 11) .....24

Call Density Zone Response Time Compliance Requirements - ..... 1

**PROPOSED ANNUAL OPERATING BUDGET ..... 1**

**APPENDICES:**

- |                                |                               |
|--------------------------------|-------------------------------|
| 1. Mandatory Table of Contents | 7. Pro Forma Budget Templates |
| 2. County Ambulance Ordinance  | 8. Required Forms             |
| 3. Call Density Zones          | 9. Insurance Requirements     |
| 4. County EOA maps             | 10. Standard County Contract  |
| 5. Current Ambulance Rates     | 11. Price Sheet               |
| 6. Procurement Timeline        |                               |

## SECTION I. EMS SYSTEM SUMMARY

### A. Overview

**Request for Proposals:** The County of Imperial (County) is a political subdivision of the State of California. State law confers on the County's Local Emergency Medical Services Agency (LEMSA) the authority to designate exclusive operating areas (EOA) and to select its emergency ambulance service providers through a competitive process. (California Health and Safety Code, Section 1797.224) Imperial County is conducting this procurement and is seeking a qualified ambulance service provider to deliver these and certain related services for the EOA as defined herein in accordance with the expectations set forth in this Request for Proposals (RFP).

Each entity responding to this RFP (Proposer) shall submit a written response (Proposal) setting forth the Proposer's qualifications and plans for meeting or exceeding the performance expectations of this RFP. *Proposals must be organized to address each of the items and in the exact order shown in the "Mandatory Table of Contents for Proposals" in Appendix 1.*

The outcome of this RFP will be the selection of a Proposer (Contractor) with whom the County will enter into an exclusive, performance-based agreement (Agreement) for the provision of:

1. An emergency medical transportation system at an emergency ambulance "paramedic Advanced Life Support" (ALS) level of service for the EOA;
2. Unscheduled interfacility, scheduled interfacility, and non-emergency ambulance transports ALS and Basic Life Support (BLS) originating in Licensed Healthcare Facilities – for higher level of care and/or specialized care not otherwise available at the facility the EOA;
3. Critical care transports (CCT) for patients originating in the Exclusive Operating Area (EOA), and
4. The capability to receive and process calls from the County public safety answering points (PSAP) and provide pre-arrival instructions to 911 callers within approved emergency medical dispatch guidelines, and receive non-911 calls directly from the requesting party.

The Contractor Agreement will include the exclusive right and obligation in the EOA to:

1. Respond to 9-1-1 calls and other emergency or urgent medical call requests made through the County PSAPs, public safety agencies, and other sources,
2. Provide care and/or transport patients within the emergency medical services (EMS) system, and
3. Provide care and/or transport to patients requiring ambulance service, when the transports originate in the EOA.

The performance expectations set forth in this RFP and the performance commitments set forth in the selected Proposal will be incorporated in the Agreement as mandatory performance standards.

**Policy Goals of the Procurement:** The County's overarching goals for this procurement process are to:

1. Promote public health and safety by preventing the loss of life;
2. Minimize the physical pain of patients and otherwise improve the patient experience;
3. Reduce the costs associated with catastrophic injury or illness, and
4. Ensure good value in return for the investments of the customer and the community.

To achieve these overarching goals, the County is working to promote a quality EMS system that includes the following essential elements:

1. Prevention and early recognition
2. Bystander action/system access
3. Medical Dispatch
4. Telephone protocols and pre-arrival instructions
5. First responder and ambulance dispatch
6. First responder services
7. Transport ambulance services
8. Direct (on-line) medical control
9. Receiving facility interface
10. Indirect (off-line) medical control
11. Independent monitoring

Response time for transport capable paramedic ambulances to emergency medical incidents is an important performance measure of a high quality EMS service that is of particular interest to the public. The County is taking a comprehensive systems approach to the overall EMS system of which ambulance services are one important part. The RFP accordingly identifies geographic and density-based response time zones and calls for the Contractor to meet specified response times for life-threatening emergencies within defined timeframes in each of these zones.

This approach also calls for the County to maintain EMS coordination, oversight, and accountability; while allowing the Contractor the flexibility to use its expertise and entrepreneurial talent to manage its day-to-day operations. This model is intended to promote high-quality clinical care, efficiency, economy, reliability, and operational and financial stability.

## **B. Exclusive Operating Area (EOA)**

The County has combined four previous response zones (1, 3, 4, and 5) into a single County EOA. The current zone 2 will remain carved out of the County EOA and will continue to be served by

the Calexico Fire Department. Maps depicting the previous and the proposed County EOA are included in Appendix 4.

Proposers shall submit a Proposal for the Exclusive Operating Area (EOA) of the County of Imperial.

Proposers must agree to provide the services referred to above for the entire EOA without any qualification or variation other than as expressly set forth in this RFP.

## **C. Background**

The County previously designated five ambulance zones, and each had its own ambulance provider. In this RFP, the previous Zone 1, 3, 4 and 5 are combined and thereafter referred to as the County EOA. The County has established an ambulance ordinance that establishes broad standards for the operations, equipment, and personnel of pre-hospital emergency care services (Chapter 8.08 of the Imperial County Code). A copy of the ordinance and Chapter 8.08 is included in Appendix 2.

Additionally, Contractor requirements that are more specific are included in the County's policies, which will be incorporated in the provider agreements. Any successful Proposer will be required to have a provider agreement administered by the County. The County Policies and Procedures are available through the following link: <http://www.icphd.com/emergency-medical-services/policy-&-protocol-manual/>

Fire Departments, the Bureau of Land Management, and Customs and Border Patrol in Imperial County provide first response services, primarily at the ALS level, in the EOA.

The Imperial County EMS service area encompasses approximately 4,482 square miles, with a population base of approximately 180,191 as per the United States Census, 2015. Unemployment in the County is approximately 22.7%. The population density ranges from 2,501 to 4,647 people per square mile for the cities, while the County overall is 38.94 people per square mile. Figure 1 (below) lists the population centers within the County EOA as projected by the California Department of Finance. The population in Zone 2 is not included below.

**Figure 1. Imperial County Population Centers 2016 estimates**

Cities/Communities	Population
Brawley	26,566
Calipatria	7,468
El Centro	45,170
Holtville	6,093
Imperial	18,165
Westmoreland	2,256
Unincorporated	39,902

In conducting a competitive process for the provision of emergency ambulance services, Imperial County is meeting the mandates of California EMS Act and the Health and Safety Code, Division 2.5, available at [www.emsa.ca.gov](http://www.emsa.ca.gov).

Access to parts of the county is limited due to geography. While the road system supports access to the population centers, the distance between individual towns and cities can be lengthy due to the Salton Sea, deserts, mountain ranges, etc. that are within the County EOA.

## D. Overview of EMS System

The current emergency ambulance providers are licensed by Imperial County and operate under a provider agreement with the LEMSA. The County currently has five response zones with agreements as follows:

- Zone 1 is currently served by Gold Cross Ambulance.
- Zone 2 is currently served by Calexico Fire Department.
- Zone 3. is currently served by Mission Ambulance.
- Zone 4 is currently served by AMR from its base in Blythe (Riverside County).
- Zone 5 is currently served by Rural Metro from its Yuma, Arizona base.

Outside of the current 911 contracts, MaxCare and Acute Response Transport operate non-emergency BLS ambulances and contract with critical care transport staffing companies to provide CriticalCare transport. REACH currently has two medical helicopters based in the EOA.

In 2014 the County implemented a new ordinance requiring any company providing ambulance service in the County to have an ambulance service provider agreement for an (EOA) for 911 response. The ordinance, chapter 8.08 Amulance Permits, is included under Title 8 of the County Code of Ordinances. It is included as Apendix 2.

Requests for assistance to medical emergencies typically originate through the 9-1-1 phone system. The calls are answered at one of the five PSAPs receiving 9-1-1 calls in the Imperial EMS system. Call information is provided to the Contractor via telephone and/or a data notification via the Spillman CAD system. There is no capability to directly transfer 9-1-1 calls from the PSAPs at this time. The ambulance provider will be responsible for operating its own medical dispatch/communication center to receive and process ambulance requests from the PSAPs and directly from other requestors. The ambulance provider must have a means to electronically time stamp incidents (in minutes and seconds) when the phone is answered in their center.

The system participates in the San Diego – Imperial Regional Communications System (RCS), which provides public safety voice and data communications through a trunked 800 MHz radio system, each agency is assigned their own talk group, and mutual frequencies are assigned. The Provider 800 MHz radios are county provided and have undergone a recent major system update. The Contractor will be responsible to maintain the County provided radios.

Electronic data recorded at the PSAPs is captured in the Spillman data system for download to the Contractor. It will be the Contractor's responsibility to establish and maintain the data bridge to receive the Spillman data at its own expense.

The response to a 911 request for ambulance service typically includes a first responder unit from the area fire departments, County Fire Department, Bureau of Land Management, and/or Customs and Border Patrol. Nearly all of the first responding agencies provide a paramedic level response.

Paramedics work under LEMSA protocols and have access to medical direction of base hospital medical staff as needed.

LEMSA policies provide paramedics with standing orders for the appropriate treatment and transport of patients. Patients are transported to appropriate receiving facilities. Hospital destination is based upon patient preference and LEMSA protocols. Critical patients are normally transported to a nearby emergency department, trauma center, or cardiac center, as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time.

Medical helicopters provide transport from the scenes as first responders in the more remote areas of the County, and within the EOA upon request. The helicopter is staffed with a nurse and paramedic. In addition to scene response and transport, the helicopter also completes interfacility transports of critical patients when ground ambulance transport time would be excessive and patient meets helicopter transport criteria.

The acute care hospitals within the County EOA (previously zone 1) include: El Centro Regional Medical Center in El Centro and Pioneers Memorial Healthcare District in Brawley. The hospitals



are Level IV Trauma Centers; thereby Level I Trauma patients are typically transported by medical helicopter (some directly from the scene) primarily to San Diego given the distance and ground transport time. El Centro Regional has recently affiliated with the University of California San Diego hospital system in San Diego County and Pioneers Memorial has recently affiliated with the Scripps Hospital system in San Diego County. There is no dedicated ground critical care transport unit in the County.

Two California state prisons, Calipatria and Centinela, are within the EOA and will be served by the County's selected provider. Calipatria State Prison is located approximately four (4) miles North of the City of Calipatria, and Centinela State Prison is located approximately fifteen (15) miles West of the City of El Centro.

The EOA includes two international ports of entry, the Calexico East Port of Entry located east of the City of Calexico, and the Andrade Port of Entry located south of the Fort-Yuma Quechan Indian Reservation near the Arizona border.

## **E. Local EMS Agency Responsibilities**

The County's public health department is designated as the Local Emergency Medical Services Agency (LEMSA). There are two full-time employees dedicated to EMS oversight, education oversight, local provider licensing and quality improvement. The LEMSA, through the public health department, reports directly to the county Board of Supervisors. LEMSA functions are supported by county general fund monies as well as grant funding for various programs.

It is the LEMSA's responsibility to:

- Select and enter into an Agreement with the EOA Contractor;
- Provide contract administration and management services for the Agreement;
- Monitor the EMS system's performance and compliance with the performance based specifications applicable to the Contractor;
- Commit to the continued collaboration to provide high quality first response service on life-threatening incidents;
- Provide medical direction for the system;
- Develop and modify EMS system protocols and procedures;
- Contract with base hospitals to provide on-line medical control; and
- Secure or provide, in the event of Contractor's default, an alternative EMS delivery system.

## **F. Imperial EMS System Improvements**

In preparing this RFP, the County conducted a review of current practices in collaboration with system stakeholders. The process identified improvement opportunities in the Imperial EMS System. Although it is not the LEMSA's intent or desire to create an expensive, high-

performance EMS system, it is committed to ensuring that EMS services are delivered at the comparable level of quality and performance enjoyed by users in other good quality and reliably performing EMS systems. There will not be any County subsidy for the EMS services.

The LEMSA is pursuing its overall goal to update the local EMS system through incorporating system improvements in this RFP and its resulting Agreement.

Changes to the Imperial County EMS system are designed to improve care to patients and can be achieved without undue financial or operational hardship on the Contractor.

## **1. Call Transfer and Dispatch**

The goal for the EMS system is that all 9-1-1 calls for medical assistance and/or the call information (where call transfer is not available) be promptly transferred (within 30 seconds) from the PSAPs to the Contractor. The County has five PSAPS with limited intra-agency coordination. The El Centro PSAP is fully EMD trained, and the level of call taker training varies amongst the other PSAPs. The Contractor will provide call prioritization for 911 calls and medical pre-arrival instructions in accordance with LEMSA approved (MPDS) protocols. Contractor Dispatch personnel shall be Emergency Medical Dispatch certified in accordance with the criteria established by the International Academies of Emergency Dispatch (IAED). Contractor to be capable of providing these services at contract initiation. County and Contractor will work collaboratively to fully implement the medical dispatch system.

## **2. Call Density Response Zones, Response Time Requirements and Non-performance Penalties Established**

Call Density Response Zones established within the EOA are based on an analysis of the historical volume and density of calls. The County has designated areas of the EOA into Call Density Response Zones as follows:

- High Call Density (HCD): El Centro, City of Imperial, Brawley, and Heber
- Medium Call Density (MCD): Calipatria, Niland, Holtville, Salton City, Westmorland, and the Community of Winterhaven.
- Low call density (LCD): all other areas of the EOA except Palo Verde/Northwest
- Palo Verde/Northwest (PV/NW) area

Performance requirements are based on call location/density, geography, and call acuity. The County recognizes that the EMS system resources and challenging geography of the coverage but does expect its Contractor to respond within guidelines for 9-1-1 requests for ambulance service based upon call density and to establish a plan for timely delivery of pre-hospital care for the HCD, MCD, LCD and PV/NW zones within the EOA. The details of the response time requirements are provided in Section IV.C.3.

The Contractor's response time clock begins when the call is time stamped as received by the Contractor's dispatch center.

Response time compliance is to be maintained on 90% of all calls per the required response time based upon population density. Failure to perform will result in financial penalties and may cause the replacement of the Contractor as described in Section IV.C.7.

Appendix 3 describes the Call Density Response Zones within the EOA.

### **3. Surplus or Reserve Fleet Requirements**

Contractor is to maintain the number of ALS equipped and fully operating ambulances that represent 130% of the peak staffing level. For example, if the Contractor's peak number of ambulances is six, then, the Contractor is to maintain a fleet of at least eight ambulances ( $6 \times 130\% = 7.8$  rounded up to 8). If 130% of peak demand equals a fraction, the fleet requirement should be rounded up to the next whole ambulance.

### **4. Provider Fatigue**

Provider fatigue and the impairment associated with the fatigue pose a significant safety risk for patients, partners, and others in the community. Given the diverse geographic coverage areas, out of county interfacility transfers, and call density, fatigue is a factor that must be balanced with staffing plans and staff assignments. Crewmembers working on ambulances in HCD or MCD zones shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 32 consecutive hours due to late calls or unscheduled holdovers. Crews assigned to LCD zones shall not be scheduled to work shifts longer than 48 consecutive hours and shall not remain on duty for longer than 56 consecutive hours due to late calls or unscheduled holdovers. A rest period of at least 12 consecutive hours between shifts is required. The only exception will be a County declared disaster.

### **5. No Subsidy System**

The Imperial County EMS system has operated for decades without subsidy to ambulance providers. It is the LEMSA's intention that Imperial County emergency ambulance providers will continue to operate within the system without subsidy. The proposer shall submit its proposal, which assumes no subsidy from the County or LEMSA.

## **G. Relevant Information Regarding Service Areas**

The LEMSA makes no representations, promises, or guarantees concerning the actual number of emergency and non-emergency calls or transports, number of patients or distance of transports associated with this procurement. Every effort has been made to provide accurate information, but Proposers will need to use their professional judgment and expertise to develop estimates, economic models and operational plans and proposals.

## 1. Service Volume

There were approximately 13,157 ambulance patient transports within the Imperial County EOA in 2016. See Figure 2. There has been no independent validation of this data and Proposers are encouraged to use their own means to analyze the service to determine response and transport volumes. The LEMSA does not guarantee any number of responses or transports.

**Figure 2. Annual Ambulance Call Transport Volume**

2016 Zones 1, 3, 4, and 5 Combined	
Total Responses (911 and Interfacility)	18,055
Emergency ALS-1 Transports	7,596
Emergency BLS Transports	1,264
Emergency ALS-2 Transports	29
Non-emergency BLS Transports	3,167
Non-emergency ALS-1 Transports	1,053
Other transports	
Ground CCT	48
Medical Helicopter (scene and interfacility)	268

## 2. Current Ambulance Service Rates

Current providers are required to notify and receive approval of rates from the LEMSA director. The current ambulance service rates are included in Appendix 5.

## 3. Ground Ambulance Transports Not Originating from 9-1-1

Ground ambulance transports originating in licensed healthcare facilities – higher level of care and/or specialty services not otherwise available within the facility within Imperial County not routed through the 9-1-1 system have been included in the EOA scope of services. The Agreement will include such transports, granting the Contractor the exclusive right to provide this service.

## 4. Payer Mix

The current providers report payer mix information for all transports in Figure 3. This information is based on transports through September 2016. No warranty is implied related to the payer mix accuracy and Proposers should independently validate payer mix information.

**Figure 3. Estimated Payer Mix**

<b>Payer</b>	<b>Percent of Transports</b>
Medicare	44.6%
MediCal	36.4%
Insurance	7.8%
Private Pay	11.2%
<b>Total</b>	<b>100%</b>

Since the payer mix determines potential revenue recovery and anticipated healthcare changes may have a significant impact on the payers, the Agreement will provide for the Contractor to request a rate increase based upon a change in payer mix. Should the Contractor demonstrate a change in payer mix to the LEMSA's satisfaction that the insured payer category is at least two (2) percent lower than listed or that the MediCal or self pay category is at least two (2) percentage points higher than identified, the variation will be grounds for a rate adjustment as provided in Section IV.G.3.b. For example, if MediCal transport percentages exceed 38.4% the Contractor can request a rate adjustment.

Imperial County Behavioral Health Services has provided reimbursement for mental health patient transfers at Medicare rates if the provider is unsuccessful with all other billing options.

## **SECTION II. PROCUREMENT INFORMATION**

### **A. Performance-based Contract**

The result of this procurement will be the award of a performance-based contract for the EOA, excluding the Palo Verde/Northwest area which the County has defined as a level of effort response area due to its isolated location and density. The Agreement will require the Contractor to achieve and maintain high levels of performance and reliability. The demonstration of effort outside of the Palo Verde/Northwest area, even diligent and well-intended effort, will not suffice to meet the requirements of the Agreement with respect to prescribed performance requirements. Failure to meet specified service standards will result in financial penalties and may lead to termination of the Agreement.

The essential areas where performance must be achieved include:

- Ambulance response times based upon call density;
- Ambulance equipment and supply requirements;
- Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure;
- Clinical performance consistent with approved medical standards and protocols;
- Comprehensive quality improvement and compliance activities and results;
- Accurate and timely reporting; and
- Customer and community satisfaction with the services provided.

It is important to note, the Agreement is not a level-of-effort contract except for isolated PV/NW area. In submitting its Proposal, the Proposer is agreeing to employ those resources necessary to achieve the clinical, response time, customer satisfaction, quality improvement, and other performance results required by the EMS System Specifications.

### **B. Notice to Proposers**

The issuance of this RFP does not commit the LEMSA to accept proposals, complete the selection process, award a contract, or pay any costs incurred in the preparation of a Proposal responding to this RFP. The LEMSA reserves the right to reject any Proposals received at any point in the procurement process, or to cancel the RFP in whole or part if the LEMSA, in its sole discretion determines the proposals do not meet the minimum requirements, or that cancellation is in the best interest of the County.

The California Public Records Act (“CPRA”), Government Code Sections 6250, et. seq., presumes that all records held by government are accessible to the public unless expressly made exempt from disclosure. The CPRA defines public records as any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The CPRA also provides that public records

shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

THE CONTENTS OF ALL WORKING PAPERS, TRADE SECRETS, PROPRIETARY DATA, AND DISCUSSIONS RELATING TO THE PROPOSER'S PROPOSAL SHALL BE HELD CONFIDENTIAL UNLESS REQUESTED PRUSUANT TO A PUBLIC RECORDS ACT REQUEST. The Proposer should clearly mark any of the information within their proposal that is claimed to be proprietary. In no case will be the following be considered proprietary information:

1. The final cost of the bid or proposal;
2. Information that is not clearly marked as proprietary in nature;
3. Information that is otherwise generally available as information or technology within the subject trade, industry, or profession.

PROPOSER SHALL NOT DESIGNATE THE ENTIRE PROPOSAL AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION WILL CAUSE THE ENTIRE PROPOSAL TO BE REJECTED.

Submission of a proposal by a Proposer shall constitute its agreement to release the information in accordance with statutory requirements and/or County procedures and to publically announce the results of the RFP process.. The County shall give notice to the release of any information marked as proprietary, so that Proposer may assert any privileges relative to the release that it believes is its right to a court of proper jurisdiction. Any entity requesting such information marked as proprietary may also obtain such written authorization directly from Proposer and forward to County.

Submission of a Proposal to this RFP constitutes a complete waiver of any claims whatsoever against the LEMSA or the County that it has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the Proposal to be inspected once the Notice of Recommendation to Award has been published. Any PRA Request may be complied with thereafter.

### **C. Use of Own Expertise and Judgment**

Each Proposer must use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Agreement. As used here, "methods" includes, without limitation, compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organizations strategies and activities.

## **D. Procurement Time Line**

The Procurement Time Line is included in Appendix 6 (the Procurement Time Line). Any changes to the Procurement Time Line will be published on the LEMSA website and organizations requesting the RFP will be notified by the LEMSA.

## **E. Procurement Process**

Administrative support for this process will be provided to the LEMSA by the county's Purchasing Department.

### **1. Pre-proposal Process**

Questions regarding this RFP should be submitted in writing to:

County of Imperial Purchasing Department  
1125 Main Street  
El Centro, California 92243  
Attention: Debbie Wray  
Fax: (760) 353-4956  
[debbiewray@co.imperial.ca.us](mailto:debbiewray@co.imperial.ca.us)

Questions or requests for clarification regarding the RFP will be accepted prior to the Proposers' Conference, but no later than 4:00 p.m. Pacific Standard Time on the date specified in the Procurement Time Line (Appendix 6).

### **2. Mandatory Proposers' Conference**

A Pre-Proposal conference will be held on May 31, 2017 at 9:00 a.m. to allow County staff and consultants to discuss all relevant issues associated with the Request for Proposal and to permit Proposers an opportunity to ask questions. Each firm will be limited to not more than three (3) representatives in attendance. The conference will be held at: 935 Broadway, El Centro, CA 92243. (Imperial County Public Health Department Training Center in El Centro, CA). Proposers electing to attend via conference bridge will need to submit the names, titles, and contact information for the persons who will be representing their organization. The Pre-Proposer Conference is mandatory for all proposers.

Please submit, in writing, any questions about the RFP that you would like answered at the pre-proposal conference to the Purchasing Department to the email address as referenced above no later than May 25, 2017. This will allow for a more thorough response.

The Pre-Proposal conference may be electronically recorded by the County and answers to questions will be posted to the County of Imperial Official Website ([www.co.Imperial.ca.us](http://www.co.Imperial.ca.us)) following the conference. Please contact the Imperial County Purchasing Department at



(442)265-1866 for confirmation of your attendance in person or attendance via the conference call. Oral answers at the Propser's conference will not be binding on the County.

### **3. Proposal Submission**

Each Proposer must submit one (1) original and six (6) hard copies of its Proposal by 4:00 p.m., Pacific Standard Time on June 7, 2017 (the Deadline). A Thumb Drive or other electronic storage device containing the Proposal and attachments in Microsoft Word or PDF format shall accompany each Proposal. Any Proposals received after the deadline will not be considered. Proposals shall remain in effect for a period of one hundred and twenty (120) days after the Deadline. Proposals shall be submitted in a sealed container. The outside of the container and each Proposal shall be labeled "Exclusive Operator for Emergency Ambulance Service Imperial County, California" and the Proposer's name.

One (1) original and two (2) copies of the required Price Sheets shall be included in the sealed container but placed in a separate, sealed envelope marked with the Proposer's name and labeled "Price Sheets."

One original copy of the financial statements and audited financial statements shall be placed in a sealed envelope and labeled "Financial Statements."

One (1) original and two (2) copies of the pro forma budgets (Appendix 7) shall be placed in a sealed envelope and labeled "Budgets."

Proposals shall be delivered to:

County of Imperial Purchasing Department  
1125 Main Street  
El Centro, California 92243  
Attention: Debbie Wray

### **4. Public Proposal Opening**

All proposals received prior to the Deadline shall be marked with a proposal number (EMS-1, EMS-2, etc.) and the date and time of receipt. These proposals will be kept unopened and secured in a locked area. Such Proposals shall be publicly opened at the Purchasing Agent's Office located at 1125 Main Street, El Centro, California at the time and date specified in the Procurement Time Line. The RFP number, submission date, general description of service being requested, and name of each Proposer will be recorded and read aloud to the persons present. The contents of the Proposals shall not be reviewed or disclosed at the public opening. Subsequent to the public opening, Purchasing will examine contents of proposals for completeness.

## 5. Additional Proposer Responsibilities

At any time following the opening of Proposals, Purchasing may request a Proposer to provide additional information or documentation regarding its Proposal. Proposers submitting non-rejected Proposals will be requested to make a formal oral presentation to the proposal review panel (the Review Panel) and to respond in person to questions from the panel. Such requests must be fulfilled by the Proposer or its Proposal may be rejected.

## 6. Notice of Recommendation to Award

The LEMSA, through Purchasing, will issue a " Notice of Recommendation to Award." At the time of the issuance of the Notice of Recommendation to Award, all proposals will become publicly available, non-winning proposers' right to protest will become ripe, and LEMSA staff will begin the process of placing the contract award on a future agenda of the Board of Supervisors for recommendation. Although the Notice of Recommendation to Award may tentatively identify a Board of Supervisors meeting date upon which the award recommendation will be considered, such date selection shall not be binding upon the LEMSA or the County. If there are any delays in the procurement timeline, all Proposers will be notified by Purchasing.

# F. Proposal Instructions

## 1. Proposal Format

Proposals should be concise and directly respond to the required information in this RFP. To facilitate the evaluation process, Proposals shall be limited in size.

The entire Proposal and exhibits shall be contained within two (2) 2-inch, three-ring binders. One binder shall contain the narrative (Proposal Narrative) and the second the exhibits (Proposal Exhibits). Excluded from these restrictions are any information submitted in response to Sections III.A.4 and 5 below.

The Proposal Narrative shall adhere to the following specifications:

- Easily readable font, no smaller than 10 point;
- Line spacing no smaller than 1 ½ lines;
- Single sided page printing;
- Standard 8 ½" by 11" paper;
- Pages must be numbered sequentially; and
- Pages are limited to 250 pages per binder excluding title page, table of contents, and dividers.

All attachments and exhibits shall be inserted in the second binder. Each exhibit and attachment shall be labeled and referenced in the narrative.

## 2. Required Proposal Format

### a) Mandatory Table of Contents

The Proposal Narrative shall respond to each topic listed in the Mandatory Table of Contents in the exact sequence that the topics appear in the Mandatory Table of Contents. The Proposal must utilize the stipulated section and heading titles and numbering set forth in the Mandatory Table of Contents. The response to each item must contain all of the information that the Proposer is providing with respect to that topic. The response may incorporate by reference information contained in the Proposal Exhibits, but may not incorporate by reference any information contained in other portions of the Proposal Narrative. With the exception of information appearing in a Proposal Exhibit that is expressly referenced in a response, information not set forth in the portion of the Proposal Narrative clearly identified as responding to a specific topic on the Mandatory Table of Contents may be disregarded in the rating of the Proposal. Reviewers may disregard information submitted in the Proposal if it is not included in the mandated location defined by the Mandatory Table of Contents.

### b) Required Proposal Sections

The Proposal Narrative shall be divided into the following five sections.

- Section I Executive Summary.
- Section II Required Forms as specified in Appendix 8 of this RFP.
- Section III Proposer's demonstration of the appropriate credentials and ability to meet the minimum qualifications set forth in Section III of this RFP.
- Section IV Proposer's response to the basic performance and operational requirements set forth in Section IV of this RFP (the Core Requirements). Failure to commit to each of the Core Requirements may result in the Proposal being disqualified and deemed unresponsive.
- Section V Proposer's response to the competitive criteria set forth in Section V of this RFP (the Competitive Criteria). The Competitive Criteria will be reviewed, evaluated, and scored in the Proposal review process.

Proposals shall provide all information requested in this RFP in the order that it is requested. Performance standards for emergency ambulance service are identified in multiple sections of this RFP and shall be addressed in the manner stipulated for each standard. Proposers may elect to use reference "exhibits" or "attachments" in the Proposal Narratives to provide additional detail.

## G. Proposal Evaluation Process

### 1. Proposal Review Panel

The Proposal review process shall be managed by Purchasing through its Consultant. A multi-disciplinary panel of five (5) members to include non-conflicted EMS professionals

from outside Imperial County, and local community leaders knowledgeable in emergency medical services, healthcare, healthcare finance, and purchasing. The panel shall be proposed by the Consultant with approval of the LEMSA to evaluate and rank Proposals. Meetings of the Review Panel will be closed to the public. The outcome of the deliberations of the Review Panel shall be submitted to Purchasing. Purchasing shall review the submission and may consider any and all other pertinent information.

To assure a fair process, members of the Review Panel will be instructed to avoid discussing any Proposal or the RFP process with any Proposer or other individual not present during the evaluation prior to the public announcement of the outcome of the deliberation. Until the outcome of the deliberations of the Review Panel has been submitted to the Director, Proposers shall avoid any communications regarding Proposals or the RFP process with any member of the Review Panel, Board of Supervisors, LEMSA or county staff outside of the formal procurement process during the period commencing with the release of the RFP until either the expiration of the protest period or the resolution of any protest that may be filed.. The names of the Review Panel members will not be disclosed prior to the RFP submission deadline. If it is determined that a Proposer attempted or had such precluded communications, or otherwise at any time attempted to unduly influence the selection process except in a manner explicitly approved in the RFP, Proposer's Proposal may be disqualified.

## **2. Proposal Review Process**

The proposal evaluation process will encompass three stages.

- a) First Stage: The Review Panel will review the documentation provided in each Proposal to determine if the Proposer meets the Minimum Qualifications (Section III). Each criterion will be scored on a pass/fail basis. If the Reviewers identify a Proposal that does not meet Minimum Qualifications, the Proposal or Proposals not meeting all Minimum Qualifications will be referred to Purchasing. Purchasing will make a recommendation to the LEMSA Director for final determination. Proposals that, in the judgment of the Director, do not meet the minimum requirements for experience, qualifications, and financial capabilities will be considered unresponsive and disqualified.
- b) Second Stage: The Review Panel will then review the documentation in the Proposals related to the Core Requirements. The Proposals must include an affirmative statement agreeing to each Core Requirement without qualification. If any Proposer fails to include affirmative agreement to the Core Requirements or with the minimum requirements listed in Section V (the Core Requirements), the Review Panel will refer the nonconforming Proposal or Proposals to Purchasing. Purchasing will confer with the Director and the Director will make a final determination. If the exceptions to the Core Requirements and Minimum Requirements in the Proposal(s) are deemed material in the sole opinion of the Director, the Proposal will be considered unresponsive and disqualified. If the

exceptions are not deemed material, the Director may waive the irregularity and allow the proposal review to continue or may request additional information from the Proposer to resolve the exception.

- c) Third Stage: The Review Panel will then evaluate, compare, and score the Competitive Criteria.
- d) After completion of the Review Panel's review and scoring of the Proposals, the consultants will calculate the points to be awarded for pricing based on the methodology described in Section II.G.3 and will present the results to Purchasing and LEMSA for consideration.

The responses to the Competitive Criteria set forth in the Proposals shall be reviewed and rated as follows:

- a) Each member of the Review Panel shall read each Proposal prior to the convening of the panel.
- b) The Review Panel will convene and be provided with an overview of the review and rating process.
- c) The information provided to document the Minimum Qualifications will be reviewed and scored as either pass or fail.
- d) The responses to the Core Requirements and Minimum Requirements will be reviewed to confirm an affirmative and unqualified acceptance of the provisions.
- e) Each criterion of the Competitive Criteria will be evaluated separately (e.g. Clinical Offerings, Operational Proposals, etc.). After a full discussion facilitated by Purchasing and the Consultant is completed for a specific Competitive Criterion, each Review Panel member will complete the individual ranking sheet for that Competitive Criterion using the scoring guidelines set forth below.
- f) The ranking sheet completed by each reviewer will be collected by the Consultant, who will enter the ratings into the master score sheet that will be used to calculate the total points awarded to each Proposal.
- g) The scores applicable to pricing will be calculated by Consultant and combined with the scores resulting from the panel's review.
- h) Subsequent to the Proposers' presentations to the Review Panel, the Review Panel will reconvene and each Reviewer will be allowed to view and modify any scores awarded to a Proposal if he or she believes that information presented or answers received in response to Review Panel member inquiries would, in the Reviewer's sole opinion, justify a scoring change for specific criteria.
- i) After the Review Panel has completed the review of all Proposals, the scores of the reviewers will be averaged to determine the total points awarded to each Proposal for the Competitive Criteria.
- j) The results of the Review Panel and the rankings of the Proposals will be forwarded to the Director.
- k) The Director will, after consideration of the Review Panel rankings and scores, as well as determining that none of the following factors exist: (i) identification of a

material procedural error in the procurement process; (ii) determination that the procurement process has failed to achieve the LEMSA's goals as set forth in this RFP; (ii) determines that the procurement process has failed to achieve the LEMSA's goals as set forth in this RFP; or (iii) subsequent investigation of Proposer receiving the highest score reveals material information for the Director to conclude that the best interests of Imperial County and the LEMSA would not be served by the recommendation, make a recommendation to the County Board of Supervisors (Board) to award an agreement. The Director shall set forth in writing the basis for his/her recommendation.

- l) The final decision regarding an award shall rest with the Board.

The consulting firm shall observe and serve as staff to the Review Panel.

### 3. Method for Competitive Scoring of Price Proposals

The comparison of prices proposed for the ambulance transports originating from the PSAPs will be determined using the following calculation.

#### ***Calls originating from 9-1-1:***

Bundled Emergency Base Charge	\$ <u>  X  </u>
Mileage Charge: multiply the proposed per-mile charge times the 9 miles	\$ <u>  Y  </u>
Oxygen Charge: multiply the proposed oxygen charge times 60 percent	\$ <u>  Z  </u>
Weighted Charge (A)	\$ <u>X+Y+Z</u>

Other calls originating within Imperial County include ALS and BLS non-emergency calls. The following calculations are used to compare these charges.

#### ***ALS non-emergency transports (not originating from 9-1-1)***

ALS Non-emergency Base Charge	\$ <u>  X  </u>
Mileage Charge: multiply the proposed per-mile charge times 50 miles	\$ <u>  Y  </u>
Oxygen Charge: multiply the proposed oxygen charge times 90 percent	\$ <u>  Z  </u>
Weighted Charge (B)	\$ <u>X+Y+Z</u>

#### ***BLS non-emergency transports (not originating from 9-1-1)***

BLS Non-emergency Base Charge	\$ <u>  X  </u>
Mileage Charge: multiply the proposed per-mile charge times 9 miles	\$ <u>  Y  </u>
Oxygen Charge: multiply the proposed oxygen charge times 30 percent	\$ <u>  Z  </u>
Weighted Charge (C)	\$ <u>X+Y+Z</u>

The final result will use a weighted average charge for the Imperial County ambulance transports. The formula will weigh the emergency calls originating from 9-1-1 at 75%, the

ALS non-emergency calls at 5% and the BLS non-emergency calls at 20%. This will be accomplished by using the following formula:

$$0.75 * A + 0.05 * B + 0.20 * C = \text{Combined Weighted Charge}$$

The proposal with the lowest combined weighted charge will receive the maximum available score assigned to pricing under the RFP. Other proposals will be scored by multiplying the percentage by which their weighted charge exceeds the lowest proposed weighted charge and subtracting that amount from the maximum available score.

For example, the RFP is structured to allow 300 points for price. If the Weighted Charge for Proposal #1 is \$1,000, for Proposal #2 is \$1,100, and for Proposal #3 is \$1,500. Proposal #1 has the lowest charges, so it receives 300 points for pricing. Proposal #2 exceeds Proposal #1 by 10%, so it receives 270 points for pricing. Proposal #3 exceeds Proposal #1 by 50%, so it receives 150 points for pricing.

#### **4. Post-submission Presentation**

Proposers will be asked to meet with the Review Panel to present a brief overview of their Proposals and answer questions. The date of the Proposers' presentations is included in the Procurement Timeline.

#### **5. Investigation**

Upon completion of Review Panel evaluations, The County, LEMSA, or its Consultant may undertake additional investigation to verify claims made by the recommended Proposer during the Proposal evaluation process. Such additional investigation may include, without limitation, site visits, reference checks, financial inquiry, or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

The LEMSA reserves the right to continue its investigation of representations made by a Proposer after contract award and throughout the term of the Agreement. The furnishing of false or misleading information during the procurement process may constitute a major breach of the Agreement even if discovered after contract award.

#### **6. Notification**

Proposers will be notified of the status of their Proposal (recommended for selection, not recommended for selection, or disqualified) following completion of the proposal review process. Notification will be by electronic mail to the address listed in the Proposal.

If a Proposal is disqualified, the Proposer will be notified, in writing, of the specific reason that caused the disqualification.

At the completion of the Review Panel's evaluation process and the Director's receipt and consideration of the panel's deliberations, Purchasing will issue a Notice of Recommendation to Award.

## **7. Protest**

Within seven (7) calendar days following issuance of the Recommendation to Award, non-successful Proposers shall have the right to file a protest (the Protest). A Proposer filing a Protest (Protester) must follow the procedures set forth herein. Protests that do not follow these procedures shall not be considered. Notwithstanding any other protest or appeal procedures, the protest procedures herein constitute the sole administrative remedy available to the Protesters under this RFP. Only entities, which were non-successful Proposers, shall have standing to file Protests. Any Protest not filed and received by the Purchasing Agent within the seven (7) day period shall be conclusively deemed waived.

### **a) Filing a Protest**

The Protest of the Recommendation to Award must be in writing. The written Protest must be hand delivered, electronically transmitted, or mailed to:

Imperial County Purchasing Department  
1125 Main Street  
El Centro CA 92243  
Attention: Debbie Wray  
Fax: (760) 353-4956  
[debbiewray@co.imperial.ca.us](mailto:debbiewray@co.imperial.ca.us)

Protests will be considered filed when they have been received at the above address. Upon the filing of any protest, the full contents of the protest will promptly be made available to all proposers by Purchasing staff.

### **b) Contents of Protest**

The written Protest must contain the following information:

1. The name, street address, electronic mail address, and telephone and facsimile number of the Protester;
2. Signature of the Protester or its authorized representative;
3. Grounds for the Protest;
4. Copies of any relevant documents;
5. The form of relief requested; and
6. The method by which the Protester would like to receive the initial written Protest decision (email or facsimile). The written Protest must clearly state the grounds for the Protest. Protests should be concise and logically arranged.



**c) Grounds for Protest**

Protests shall be based only on one or more of the following grounds: The Protester believes that its proposal should have been selected had the LEMSA followed the procedures and adhered to requirements set forth in the RFP.

**d) Protest Resolution Process****(1) Review by County**

The initial review of any protest will be conducted by the County's Purchasing Agent. Upon receipt of the Protest, the Purchasing Agent will schedule, at the earliest possible convenience, meeting(s) between the Protester and appropriate county staff to clarify the issues and/or attempt to seek resolution. The Purchasing Agent will notify the protesting party and all Proposers of his or her decision in writing.

**(2) Board of Supervisors**

If the Protester is not satisfied with the conclusion of the Purchasing Agent, the Protestor may present Protestor's reasons why Protestor should be awarded the contract to the Board of Supervisors during the time in which the Board of Supervisors is considering the award of the contract. The Board will hear such Protests prior to contract award.

The decision of the Board of Supervisors shall be final.

**e) Remedies**

If the Purchasing Agent sustains a Protest in whole or in part, the Purchasing Agent shall have the sole discretion to determine an appropriate remedy in accordance with applicable laws and procedures, including the procedures set forth in this RFP. In determining the appropriate remedies, the Purchasing Agent may consider the degree of prejudice to other parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to the LEMSA, the urgency of the procurement, and the impact of the recommendation(s) on the public's health and safety.

**f) Actions during a Protest and before final Board of Supervisors Action**

LEMSA staff may otherwise proceed with negotiations toward the contract provided for in this RFP, subject to the resolution of any Protest. Once the Purchasing Agent has issued his/her decision on the Protest, if the Protest is denied the procurement process may proceed as though no Protest was filed. In addition, in the event that a Protest substantially delays this procurement process, the LEMSA may, in its discretion engage in contracting activities for interim ambulance service until the procurement process can move forward and a permanent Agreement can become effective.

## 8. Withdrawal of Proposals

Once submitted, Proposals may be withdrawn by the Proposer at any time prior to the Submission Deadline by written notice to the Purchasing Department, but not after the proposal deadline.

## 9. Canceling the Procurement Process after Opening

The LEMSA may, in its discretion, cancel this procurement process at any time up to the formal approval and execution of the Agreement. In the event the LEMSA cancels the procurement, it shall set forth the reasons why the public interest is best promoted by such cancellation. Such reasons may include, but are not limited to:

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

## 10. Award

The decision on contract award will be made by the Board of Supervisors following the recommendation from the LEMSA. **If for any reason the selected Proposer is unable to enter into the Agreement in a timely manner in accordance with the time interval identified in the Procurement Time Line for contract negotiation, the Director may proceed toward selection of an alternate Proposal, cancel the process, seek further input from the Board, or otherwise proceed as may be required in the public interest and consistent with applicable law.** However, the above action does not eliminate the fact that if the initial awarded party is in breach of the contract, Should the Proposer fail to enter into contract consistent with this RFP, the County is entitled to seek any and all damages for such breach, including, loss of time, cost of resources and attorney fees.

## 11. Scoring Criteria

The goal of this procurement is to select the Contractor based on clinical and operational quality of service, while also containing service costs to the public. All proposers must meet the minimum criteria specified. To achieve this end, the Proposals will be scored on two additional categories; first, Competitive Criteria, which are designed to objectively identify Proposals that will provide for higher, service quality and cost effectiveness; and, second, Proposals will also be scored based on the service charges to be imposed by the Proposer.

Since this process is focused on a comparison of the Proposers' responses to the Competitive Criteria, the review and scoring of the proposals will be based on comparing responses of Proposers to each of the criteria. Each criterion will be allocated a specific number of maximum available points.

During the deliberations of the Review Panel, minimum requirements for each of the Competitive Criterion will be described to the reviewers and the reviewers will then discuss the item and any offerings that have been presented to exceed minimum requirements. Once the discussion is completed, each Reviewer will independently evaluate the criterion and mark the rating sheet in the applicable category described below.

The points awarded for the criterion will be based on the reviewer's objective review of each proposal's commitment to the relevant item being reviewed. Five potential ratings will be available for the reviewer. They are illustrated in figure 4 below:

**Figure 4. Scoring Allocation**

Rating	Meets	Marginal	Good	Better	Best
Percentage of total points for criterion	0%	25%	50%	75%	100%

Each of the Competitive Criteria stipulates minimum requirements that must be addressed and accepted by the Proposers. Failure to address and commit to the minimum requirements may result in the disqualification of the Proposal as being unresponsive. No points will be awarded to the Proposal that offers to only meet the minimum requirements. **Points are awarded only to Proposals that exceed minimum requirements for a specific criterion.**

## 12. RFP Governed by Its Terms

This RFP shall be conducted in accordance with the terms set forth within it. It shall be construed in a manner consistent with applicable law and rules, including but not limited to the California State Emergency Medical Services Act, Chapter 8.08 of the Imperial County Code, published procurement guidelines of the California State EMS Authority, and Imperial County's published Terms and Conditions for RFPs. Such authorities may be consulted for the resolution of ambiguities, and to provide terms not expressly provided herein.

## H. Scoring Matrix

The Competitive Criteria are organized in Section V into categories. The maximum points available for each category of Competitive Criteria are set forth below.

**Figure 5. Proposal Review Scoring Allocations**

<b>Category Title</b>		<b>Total Points</b>
1	Credentials and Qualifications	Pass/Fail
2	Core Requirements	Agree/Exception
3	Competitive Criteria-Minimum Requirements	Agree/Exception
4	Competitive Criteria- Clinical Quality	300
5	Competitive Criteria-Operations Management	300
6	Competitive Criteria-Operations Personnel	250
7	Competitive Criteria-Management and Administrative Personnel	100
8	Competitive Criteria- EMS System and Community Engagement	250
9	Proposed Pricing	300
<b>TOTAL POSSIBLE POINTS</b>		<b>1,500</b>

## **SECTION III. MINIMUM QUALIFICATIONS**

### **A. Organizational Disclosures**

The Proposer must be a single legally established entity, but there are no preclusions of multiple organizations forming an entity to respond to this RFP. If such a “joint venture” is proposing on this RFP questions regarding experience, organizational structure, financial strength, and other items in this RFP must be answered for each member of the “joint venture.” The Proposer must provide the following information about its organization, experience, litigation, licenses, investigations, and other items:

#### **1. Organizational ownership and legal structure**

The Proposer shall describe its legal structure including type of organization, its date, and state of formation, and if not formed in the State of California, its authorization to do business in the State of California.

#### **2. Continuity of business**

The Proposer shall provide the organization’s background and number of years under present business name, as well as prior business names.

#### **3. Licenses and permits**

The Proposer shall provide copies of business or professional licenses, permits or certificates required by the nature of the contract work to be performed. If Proposer does not have a local operation, examples of state licenses, and local permits for other operational locations may be submitted to fulfill this requirement.

#### **4. Government investigations**

The Proposer shall provide a listing of all federal, state, or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the Proposer’s organization and any parent or affiliated organization within the last three (3) years. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC FORMAT SUCH AS A USB DRIVE and will not count against the limits on Proposal length set forth in Section II.F.2.

Proposer must provide documentation that it has resolved all issues arising from government investigations including any continued obligations of the Proposer or describe status and expected outcome of open investigations.

#### **5. Litigation**

The Proposer shall provide a listing of all resolved or ongoing litigation involving the Proposer’s organization including resolution or status for the last five (5) years. This listing shall include litigation brought against the Proposer’s organization or affiliated organization and any litigation initiated by the Proposer’s organization or affiliated organization against

any governmental entity or competing ambulance service. THIS ITEM MAY BE SUBMITTED SEPARATELY IN AN ELECTRONIC FORMAT SUCH AS A USB DRIVE and will not count against the limits on Proposal length set forth in Section II.F.2.

Proposer must provide documentation that it has resolved all issues arising from litigation or describe status of open litigation.

## **B. Experience as Sole Provider**

The Proposer must demonstrate its experience as a sole provider of paramedic ALS emergency ambulance services for a specified area comparable in size and population to the Exclusive Operating Area defined in this RFP. A population greater than 125,000 in a service area is acceptable as a comparable service area. Documentation shall include:

### **1. Comparable experience**

The Proposer must document the areas in which it has provided comparable services (as described above) in the past five (5) years, the locations of these services, population, description of services and a jurisdictional contact. This documentation shall include a letter from a government official confirming the provision of exclusive emergency paramedic ALS ambulance service and the length of time such services have been provided. Proposer shall document that it currently provides comparable services for a minimum of three (3) consecutive years.

### **2. Government contracts**

The Proposer shall provide a list of emergency ambulance service contracts completed or ongoing during the last five (5) years including the term or date of termination of the agreement, the services provided, the dollar amount of the agreement and the contracting entity.

### **3. Contract Compliance**

The Proposer shall detail any occurrence of its failure or refusal to complete a contract with a governmental entity for which the Proposer was providing emergency ambulance services. This shall specifically state whether the Proposer or affiliated organization was found in material breach of the contract and the reasons why the contract was terminated. If the Proposer has been found in material breach of a governmental contract or if the Proposer "walked away" from its obligations under a governmental contract within the last five (5) years, the Proposal may be rejected as not complying with Minimum Qualifications.

## **C. Demonstrated Response Time Performance**

The Proposer must provide documentation of its demonstrated ability to meet response time requirements similar to those required in this RFP.

Documentation may include reports provided to government oversight entities and letters confirming compliance with mandated response times. Internal reports with adequate supporting documentation of the methodology used to create the reports may also be submitted.

If the Proposing organization does not have mandated response times in its emergency ambulance service area, the Proposer must submit adequate documentation of plans, procedures, and deployment strategies to demonstrate the organization has the knowledge and expertise to comply with mandated response times.

## **D. Demonstrated High Level Clinical Care**

The Proposer must provide documentation of its demonstrated ability to provide high-level clinical care.

Documentation may include descriptions of clinical sophistication and high levels of performance in systems in which it operates. The organization should describe how it ensures consistent, high-quality clinical care and how it is able to verify and document its clinical performance.

## **E. Financial Strength and Stability**

The Proposer must provide documentation of its financial strength and stability as a going concern. The Proposer must satisfy the LEMSA that it can financially support the services covered in this RFP and be able to afford losses that may arise from inaccurate estimates of revenue, expenses, fines, and resource requirements necessary to comply with the performance standards identified in this RFP. Documentation shall include:

### **1. Financial Statements**

Provide year-end financial statements for the last three years that support the organization's financial ability to perform the services included in this RFP and the Proposal. (submitted in separate envelope labeled "Financial Statements.")

### **2. Audited Statements**

Provide independently audited (preferred) or reviewed financial statements for the most recent fiscal year. (submitted in separate envelope labeled "Financial Statements")

### **3. Financial Commitments**

Provide a list of commitments, and potential commitments, which may impact assets, lines of credit, guarantor letters or otherwise affect the responder's ability to perform the Contract.

**4. Working Capital**

The Proposer shall describe its working capital sources and quantify the amount it expects to need for startup and improvements to the Imperial County EMS system. The information shall include the estimated amount of start-up capital required to finance administration and ambulance operations for the first six (6) months of the Agreement. Include the source of this capital and if any part of it will be borrowed, include verification from a financial institution that your organization is approved or pre-qualified to borrow sufficient funds.

**5. Performance Security**

The Proposer shall document its method and ability to provide the required performance security.

**6. Financial Interests**

The Proposer shall disclose and describe any financial interests in related businesses.



## **SECTION IV. CORE REQUIREMENTS**

### **A. Contractor's Functional Responsibilities**

Contractor shall provide emergency ambulance services, as requested by the County's designated public safety dispatch centers, in the County. Such services shall be provided in accordance with the requirements of State Health and Safety Code Sections 1797 et seq., Division 48, all regulations promulgated there under including any amendments or revisions thereof, and the Imperial County Code Chapter 8.08. In performing services under the Agreement, Contractor shall work cooperatively with the LEMSA through the LEMSA staff member designated from time-to-time by the Director as the contract administrator (Contract Administrator). All references to the Contract Administrator herein shall be construed to also include the LEMSA Director and/or any other LEMSA employee or representative that the Director may designate.

#### **1. Basic Services**

In consideration of the LEMSA's referral to Contractor of Ambulance Service requests originating in the County, Contractor shall perform the following services to the complete satisfaction of LEMSA:

- a) Contractor shall provide continuous, around-the-clock, emergency ambulance services, without interruption throughout the term of the Agreement.
- b) Contractor shall provide emergency ambulance services without regard to any illegally discriminatory classification, including without limitation: the patient's race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.
- c) The Proposal will be retained and incorporated into the Agreement by reference, except that in the case of any conflicting provisions, the provisions contained in the Agreement shall prevail.
- d) Contractor shall participate in pilot or research programs that the EMS Medical Director (defined below) and Contract Administrator may authorize from time to time. The Contract Administrator may waive standards contained in the Agreement in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the EMS Medical Director. Contractor agrees that Contractor's participation in the pilot projects shall entail no additional cost to County or the LEMSA. Contractor further agrees that Contractor's services provided under pilot projects shall be in addition to the other services described in the Agreement.

#### **2. Services Description**

Contractor shall be responsible for furnishing all emergency ambulance services for all residents and other persons physically present in the County. Such emergency ambulance services shall be provided at the Paramedic level.

Contractor shall be the sole ground ambulance organization authorized by the LEMSA in the awarded service area covered under this RFP to provide 9-1-1 ground ambulance services, ALS and BLS interfacility and non-emergency ambulance services, and Critical Care Transport (CCT) ambulance services. All requests for EMS originating in the County processed through the 9-1-1 facilities will be referred to Contractor or its subcontractor, as provided herein. Contractor may subcontract services only as provided herein and with the prior written approval of the LEMSA director.

## B. Clinical

### 1. Clinical Overview

The LEMSA's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. The following system specifications are drawn from applicable reference sources and 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 for Medicine report on EMS: Emergency Medical Services: At the Crossroads*.<sup>1</sup>

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced and disease is identified and reduced. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, *Crossing the Quality Chasm: A New Health System for the 21st Century*, which stresses that systems should be: safe, effective, patient-centered, timely, efficient, and equitable.<sup>2</sup> In addition, broad guidance can be found in the working documents of the federally funded EMS Compass Project<sup>3</sup> and the California EMS Authority EMS system core measures project.

[http://www.emsa.ca.gov/ems\\_core\\_quality\\_measures\\_project](http://www.emsa.ca.gov/ems_core_quality_measures_project)

The current level of the scientific research and the large number of variables outside the EMS system's control of patient outcomes limits the ability to define realistic and achievable outcome measures. In addition, accessing reliable outcome data is frequently difficult. For these reasons, EMS systems typically use process measures and process improvement to promote enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

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<sup>1</sup> National Highway Traffic Safety Administration. (1996). *Emergency Medical Services Agenda for the Future*. Washington, DC: United States Department of Transportation.

Institute of Medicine. (2006). *Emergency medical services: At the crossroads*. Washington, DC: National Academies of Science.

<sup>2</sup> Institute of Medicine. (2001). *Crossing the Quality Chasm: A new Health System for the 21st Century*. Washington, DC: National Academies of Science.

<sup>3</sup> <http://emscompass.org/>

## 2. Medical Oversight

The LEMSA shall furnish medical control services, including the services of a system EMS Medical Director (EMS Medical Director) for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control physicians). The LEMSA's EMS Medical Director does not relieve the Contractor from employing its own medical director as mandated by state and LEMSA requirements.

### a) Medical Protocols

Contractor shall comply with medical protocols and administrative policies established by the LEMSA, as well as other requirements and standards established by the EMS Medical Director.

Contractor shall document compliance with system medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications and transport), and individual system participants (personnel).

Medical protocols shall be reviewed and updated by the LEMSA on a periodic basis with input from system participants. Current Medical Protocols are available at the LEMSA website.

### b) Direct Interaction with Medical Control

Contractor personnel functioning under these specifications have the right and professional responsibility to interact directly with the system's medical leadership (EMS Medical Director, base hospital physicians and LEMSA clinical oversight staff) on all issues related to patient care. This personal professional responsibility is essential.

### c) Medical Review/Audits

The Contractor is required to participate in LEMSA's continuous quality improvement (CQI) process. The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of a random sampling of patient contacts provides a measure of the clinical care provided and enables the EMS Medical Director to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process measures in monitoring and improving care. It is Contractor's responsibility to comply with the EMS Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

As part of LEMSA CQI processes or incident investigation, the EMS Medical Director may require that any employee of the Contractor attend a medical audit when deemed necessary. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every license holder

involved in a case being reviewed is not required, unless mandated by the EMS Medical Director.

### **3. Minimum Clinical Levels and Staffing Requirements**

#### **a) Communications Staffing Requirements**

The Contractor shall be responsible for all staffing and supervision of its Communications Center. The Contractor will receive both data and “live” transferred callers from the 911 PSAP. The goal is to appropriately prioritize the 911 call and enhance the Contractor’s ability to effectively manage its resources.

Staffing by the Contractor must assure that, at a minimum, EMD certified personnel on duty at all times. The Contractor’s staffing may vary based upon predictable system service demand and other workload fluctuations, but shall be sufficient so that it will be very rare (e.g.<5%) for a caller to wait more than three rings before the call is answered, or for the person requesting emergency assistance to be placed on hold once the call has been answered.

Staffing levels shall be such that, as appropriate, callers with critical life-threatening emergencies shall receive pre-arrival instructions consistent with guidelines established by the International Academies of Emergency Dispatch, with the EMD remaining on the line until arrival of medical assistance, when required.

#### **b) Ambulance Staffing Requirements**

All Ambulances rendering Emergency Ambulance Services under the Agreement shall be staffed and equipped to render paramedic level care and transport with a minimum of one (1) state licensed and locally accredited Paramedic and one (1) California certified EMT to respond to requests from the County designated PSAPs. The paramedic shall be the ultimate responsible caregiver for all patients and is required to accompany all patients in the back of the ambulance during transport.

An “emergency ambulance” is defined as transport ambulance responding to requests for emergency medical services staffed with at least one paramedic and one EMT.

Non-emergency ambulance services may be staffed at the BLS level with a minimum of two (2) California certified EMTs as long as the patient’s condition does not require ALS monitoring or intervention and the patient’s condition is not likely to deteriorate or change which may require ALS evaluation or treatment and according to LEMSA policies and procedures.

CCT ambulances will be staffed at the level defined by the LEMSA and county requirements for critical care transport.

At Contractor's sole election and expense, EMT staffing levels on any or all units may be enhanced to higher levels of training.

**c) Personnel Licensure and Certification and Training Requirements**

All of Contractor's ambulance personnel responding to emergency medical requests shall be currently and appropriately licensed, accredited and credentialed, as appropriate, to practice in Imperial County. Contractor shall retain on file at all times copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under this Agreement. LEMSA certification/licensure requirements may be downloaded from the LEMSA website. At a minimum, the Contractor shall ensure that ambulance personnel receive the required training defined in State and LEMSA policies the following training and/or certifications.

**(1) Required Trauma Training**

Contractor shall staff each ALS ambulance with a minimum of one paramedic certified in Pre-Hospital 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. Contractor shall retain on file at all times, copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.

All paramedics shall be required by Contractor to obtain certification in PHTLS, ITLS, or have completed a comparable program within six (6) months of hire or execution of the Agreement.

**(2) Company and EMS System Orientation and On-Going Preparedness**

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; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and County communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.

**(3) Preparation for Multi-casualty Incident**

Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the LEMSA policy, which is on, file at the

LEMSA, and prepare them to function in the medical portion of the Incident Command System. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

**(4) Assaultive Behavior Management Training**

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult or potentially 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.

**(5) 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 LEMSA initially and on an annual basis thereafter. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

**(6) Infection Control**

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

**(7) Critical Incident Stress Management**

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

**(8) 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.

**(9) HIPAA Compliance**

Contractor shall provide initial and ongoing training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act of 1996 and

the current rules and regulations enacted by the U.S. Department of Health and Human Services.

**(10) Compliance**

Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the OIG Compliance Program Guidance for Ambulance Suppliers.<sup>4</sup> This training is one component of the required Compliance Plan required of the Contractor.

Proposer shall describe how it intends to comply with the above training and certification requirements. The Proposer will delineate how these programs will be provided, by whom, and where and other information to help the LEMSA understand the Proposer's commitment to meet these Core Requirements.

## **C. Operations**

### **1. Operations Overview**

The performance specifications set forth in this RFP encourage continuous improvements in the level of service provided in Imperial County. The RFP provides clarification of expectations and accountability. The following provisions define these expectations, core requirements, and activities required of the Contractor.

#### **a) Emergency Response Zones**

Current emergency response zones have been eliminated and are now defined by ambulance call density. The three Call Density Zones that comprise the EOA are distinguished by response times and each zone is applied to multiple areas of the County, which may not be contiguous. The new zones are designated as high call density (A), medium call density (B) and low call density (C). The CDZs are described in Appendix 3. In addition to the Call Density Zones, the county has set aside the Palo Verde/Northwest area as a best effort response time zone.

#### **b) All Emergency and Non-emergency Ambulance Calls**

The RFP is to result in a contract assigning an exclusive operating area provider for all emergency medical calls received through the 9-1-1 system as well as those emergency calls received through means other than 9-1-1. The RFP also includes ALS and BLS interfacility transports, BLS non-emergency calls, and Critical Care Transports (CCT) transports originating in Imperial County.

#### **c) Primary Response to Isolated Peripheral Areas of the County**

While the Contractor has the exclusive right to all 9-1-1 calls originating in the County, there are areas on the periphery of the County where the nearest paramedic-staffed

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<sup>4</sup> Federal Register / Vol. 68, No. 56 / Monday, March 24, 2003

ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, LEMSA will approve the use of these closer ambulances contingent upon the Contractor executing a satisfactory automatic aid agreement with the agencies responding from a neighboring jurisdiction.

**d) Substantial Penalty Provisions for Failure to Respond**

The Contractor is to deploy and staff ambulances in a manner that allows for a response to all medical emergency dispatches. In the event the Contractor does not respond with an ambulance to an emergency medical call, the penalty assessed is substantial, beginning at \$10,000 per incident. These are rare and isolated events that may never occur and should not be confused with late or outlier responses. Examples of Failure to Respond include the failure of dispatch to notify a crew to respond to a request for ambulance services, failure of a crew to respond to a request from dispatch, and diversion of an ambulance crew to another call without reassigning and sending an ambulance to the initial request.

## **2. Transport Requirement and Limitations**

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

**a) Destinations**

Contractor shall be required to transport patients from all areas of the County, in accordance with the LEMSA Medical Control Destination Protocols included in LEMSA's policies manual.

**b) Prohibition against Influencing Destination Decisions**

Contractor personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the destination policy.

## **3. Response Time Performance Requirements**

"Response times," as defined in subsection 5 below (Response Time Measurement Methodology), are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, LEMSA will not limit Contractor's flexibility in the methods of providing ambulance service. This is based upon Contractor's commitment to conform to the Response Time standards set forth below (the Response Time Standards). Therefore, an error on Contractor's part in one phase of its operation (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g. clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of Contractor's total operation and therefore, is solely Contractor's responsibility. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by the PSAP as to call transfer time in combination



with the time stamping of the Contractor's computer aided dispatch system which shall record the time when the Contractor's phone is answered. Response times start when the Contractor's phone is answered. The County and LEMSA will work with the Contractor to assure that the Contractor's dispatch clocks can be synchronized to the area PSAPs.

**a) Description of Call Classification**

These Specifications outline four (4) priorities and Critical Care Transports with which Contractor must comply by meeting specified Response Times. The call classification as Emergency or Non-Emergency and as Priority 1 through 3 is accomplished by presumptive prioritization in accordance with the then current Emergency Medical Dispatching protocols as approved by the LEMSA. The fourth priority includes ALS or BLS non-emergency transfers originating within the County. Priority 5 assignments are CCT interfacility transports.

**b) Response Time Performance Requirements**

The three CDZ -- designated as high call density (A), medium call density (B) and low call density (C) -- will be used for Response Time monitoring, reporting, and compliance purposes. The PV/NW area response times will be monitored for compliance against the mutual time parameters established by the Contractor and the County. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

**(1) Potentially Life Threatening Emergency Response (Priority 1)**

Priority 1 responses are defined based on the Medical Priority Dispatch System (MPDS) or protocols approved by LEMSA.

Contractor shall place an Emergency ALS Ambulance on the scene of each life-threatening emergency assignment as presumptively designated by the Contractor's dispatch center as Priority 1 and originating in a CDZ within the specified Response Time for that CDZ on not less than 90 percent of all Priority 1 response requests as measured within any consecutive 30-day period.

The applicable Response Time performance requirements for the CDZ are specified in Figure 6.

For every presumptively defined life-threatening emergency call exceeding the Response Time Standard defined herein, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence.

**(2) Non-Life Threatening Emergency (Priority 2)**

Priority 2 responses are defined based on the Medical Priority Dispatch System (MPDS) or protocols approved by LEMSA as determined by the EMS Medical Director.

Contractor shall place an Emergency ALS Ambulance on the scene of each non-life threatening emergency assignment as presumptively designated by Contractor's dispatch as Priority 2 and originating in a CDZ within the specified Response Time for that CDZ on not less than 90 percent of all Priority 2 response requests as measured within any consecutive 30-day period.

**(3) 9-1-1 Non-Emergency Response (Priority 3)**

Priority 3 responses are defined based on the Medical Priority Dispatch System (MPDS) or protocols approved by LEMSA as determined by the EMS Medical Director.

Contractor shall place an Emergency ALS Ambulance on the scene of at least 90 percent of all Priority 3 non-emergency ambulance requests received from the County PSAPs originating in a CDZ within the specified Response Time for that CDZ on not less than 90 percent of all Priority 3 response requests as measured within any consecutive 30-day period.

**(4) Interfacility and Non-emergency Transports (Priority 4)**

Priority 4 requests for ambulance service are defined as non-emergency transports at the ALS or BLS level of service.

Contractor shall place an ALS or BLS ambulance on the scene of at least 90 percent of all Priority 4 scheduled ambulance requests within fifteen minutes zero seconds (15:00) of the scheduled time. This standard shall apply to all requests for service where the scheduled time for patient pickup is greater than two hours from the time the call is received in the Contractor's Dispatch Center.

If the service receives an emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for Priority 2 level requests. However, LEMSA will consider, on a case by case basis, excluding specific requests that result in extended responses from the Priority 2 response time compliance penalties if all three elements of the following circumstance exist: the response time was less than compliance with an unscheduled Priority 4 level response, the transport will take the unit out of County, and the Contractor can document the delay was associated with the then current EOA system demands.

If a request for non-emergency transportation is received without a two-hour notice the Response Time requirement will be arrival of the ambulance at the patient location within 60 minutes of the time of the request.

#### **(5) Critical Care Transports**

The Contractor is expected to work collaboratively with the hospitals to develop a plan, including staffing and response times, for the transfer of critical care patients by ground. The mutually developed plan shall be submitted to LEMSA for review and approval.

Figure 6 summarizes the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified CDZ for each priority.

**Figure 6. Call Density Zone Response Time Compliance Requirements -**

Priority Level	Compliance	High Call Density (A)	Medium Call Density (B)	Low Call Density (C)
Priority 1	90%	≤ 10:59	≤ 19:59	≤ 29:59
Priority 2	90%	≤ 12:59	≤ 19:59	≤ 29:59
Priority 3	90%	19:59	≤ 29:59	≤ 29:59
Priority 4	90%	+/- 15 minutes (scheduled) or ≤ 59:59 minutes (unscheduled)	+/- 15 minutes (scheduled) or ≤ 59:59 minutes (unscheduled)	n/a
Critical Care Transport		Defined by Provider CCT Plan	n/a	n/a

*Note: Response times for all Priority calls in PV/NW will be established by mutual agreement of the Contractor and the County due to its geographically isolated area.*

#### **4. Notification of Delays for Non-emergency Responses**

Whenever 9-1-1 Emergency Ambulance response volume necessitates temporary delays in scheduled interfacility and non-emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall furnish a realistic estimate of when service will be available. Notification of the individual or organization does not reduce or eliminate penalties for such delays and the original Response Time requirements will be used to calculate any penalties. Contractor shall make every reasonable effort to reduce and eliminate delays for those utilizing scheduled interfacility and non-emergency services.

#### **5. Response Time Measurement Methodology**

Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Figure 6 above.

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

**a) Call Receipt**

The Contractors' Response Time clock begins at "Call Receipt" which is defined as when the Contractor's dispatch center receives adequate information to identify the location of the call and the priority level, or 60 seconds after the call is answered, whichever is less.

**b) At Scene**

"At Scene" time means the moment the first Emergency Ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the Patient and notifies Dispatch that it is fully stopped. Only the arrival of a transport capable ambulance shall constitute "At Scene." The arrival of a transport capable medical helicopter on scene can stop the clock. Even in areas of best effort response, the Contractor shall work cooperatively with first responders and prevent delayed ambulance response times. This does not include a supervisory or other non-transport capable unit. In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, gated communities or complexes, or wilderness locations), arrival at scene shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

**c) Time Intervals**

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or is cancelled by a public safety agency.

**d) Failure to Report at Scene Time**

In instances when ambulance crews fail to report At Scene, the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, Contractor may be able to document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

**e) Calculating Upgrades, Downgrades, Turn-around and Canceled Responses**

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

**(1) Upgrades**

If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Priority 2 to Priority 1), Contractor's compliance and penalties will be calculated based on the shorter of:

- a) Time elapsed from dispatch to time of upgrade plus the higher priority (more stringent) Response Time Standard; or
- b) The lower priority Response Time Standard.

For example, a call is initially dispatched as a Priority 3 (non-emergency) and it is upgraded to a Priority 2 (emergency). The applicable response time requirement will be shorter of the Priority 3 Response Time or the sum of the elapsed time from Call Receipt to the time of the upgrade plus the Priority 2 Response Time.

**(2) Downgrades**

If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Priority 1 to Priority 2), Contractor's compliance and penalties will be determined by:

- a) 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
- b) 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 LEMSA, the longer standard will apply.

**(3) Reassignment en route**

If an Emergency Ambulance is reassigned en route or turned around prior to arrival on the 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.

**(4) Canceled Calls**

If an assignment is canceled prior to arrival on the scene by the emergency ambulance, Contractor's compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled. If the responding ambulance is cancelled by the medical helicopter who arrived first on scene, no penalty is incurred if the cancellation is made prior to the response time clock expiring.

**f) Response Times outside Primary Service Area are excluded**

Contractor shall not be held accountable for Emergency Response Time compliance for any assignment originating outside the County EOA. Responses to requests for service outside the County will not be counted in the total number of calls used to determine compliance.

**g) 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 first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

**h) Response Time Compliance for Individual Emergency Response Zones**

Response time requirements for the three Call Density Zones (A, B, and C) and PV/NW shall be reported and utilized for compliance purposes. Specifically, all responses in the County in Zones A, B, and C will be included in calculation of noncompliance penalties for emergency responses.

**i) Equity in Response Times throughout the County**

LEMSA recognizes that equity in Response Times is largely based upon call and population densities within the service area. In developing Response Time Standards, LEMSA has established three (3) call density zones, low, medium, and high-density for Response Time compliance measurement.

LEMSA may evaluate the call density and zone structure to address changes occurring within each zone. Should the call density of any significant contiguous area within the low call density zones become equal to or greater than the call density to the adjacent high call density zone, then that area will be considered for reclassification for Response Time compliance. Response time compliance changes pursuant to this section will be modified by readjusting the then current map defining the CDZs .

Contractor shall report to the LEMSA each month on its response time performance in each of the CDZ including PV/NW. Chronically poor response time performance in any of these zones will result in the Contractor being required to modify its deployment plans to achieve consistent performance. Chronically poor performance is defined as failure to meet response time performance in any three consecutive months or any five out of twelve consecutive months. Failure to achieve consistent performance in any of these areas may result in these areas being used for compliance measurement and application of penalties rather than the countywide performance measure described previously. In addition, the LEMSA reserves the right to look at any area of the County to identify if there are pockets of poor Response Time performance and refer such findings to the Contractor for mitigation.

**6. Response Time Exceptions and Exception Requests**

Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control affect the achievement of specified Response Times Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards,

every request from county designated PSAPs originating from within County shall be included except as follows:

**a) Multi-casualty Disaster**

The Response Time requirements may be suspended at the sole discretion of the LEMSA during a declared multi-casualty incident, medical advisory or disaster in Imperial County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by Imperial County.

**b) Good Cause**

The Contract Administrator may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to: unusual system overload; incorrect or inaccurate dispatch information received from the PSAP or calling party; disrupted voice or data radio transmission (not due to Contractor equipment or infrastructure); material change in dispatched location; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual aid; and remote calls or off-road locations.

Unusual system overload is defined as double the countywide average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

Remote calls are defined when the patients' locations are greater than ten (10) road miles from the nearest boundary of the high-density zones.

Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential good cause exceptions.

Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

**c) Exception Request Procedure**

It is the Contractor's responsibility to apply to LEMSA for an exception to a required Response Time.

If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to LEMSA and request that LEMSA exclude these runs from calculations and late penalties. Any such request must be in writing and received by the Contract Compliance Manager within 20 business days of the end of the month of occurrence together with that month's performance reports. A request for an exception received after the 20 days will not be considered. The Contract Compliance Manager and the Emergency Medical Care Committee (EMCC), the LEMSA's compliance and review committee, will review each exception request and make a decision for approval or denial.

At the sole discretion of the LEMSA and the EMCC, calls with extended Chute Times (the time interval from Dispatch to ambulance En Route) of more than two (2) minutes may be excluded from consideration as Exceptions.

Should the Contractor desire to appeal the Contract Compliance Manager's decision, a written request must be submitted to the Director within 10 days after the decision by the Contract Compliance Manager. All decisions by the Director shall be considered final.

## **7. Response-time Performance Reporting Procedures and Penalty Provisions**

### **a) Response Time Performance Reporting Requirements**

#### **(1) Documentation of Incident Time Intervals**

The Contractor shall document all times necessary to determine total ambulance Response Time, including but not limited to time call received by the dispatch center, time location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time . Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the Patient Care Report Form (PCR) and in Contractor's computer aided dispatch system. The Contractor will provide an interface with the computer aided dispatch database and Electronic Patient Care Report Form (EPCR) database for LEMSA to extract and corroborate Response Time performance. Contractor may not make changes to times entered into the CAD after the event. Only LEMSA personnel may make changes to times within the computer. The contractor may request such changes from the LEMSA when errors or omissions are discovered. LEMSA has sole discretion whether changes to times are acceptable.



**(2) Response Time Performance Report**

Within 20 business days following the end of each month, the Contractor's dispatch center shall document and report to LEMSA and the County, in a manner required by LEMSA, information as specified in Section IV.E.

- a) Contractor 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 its Response Time performance levels.
- b) Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.
- c) Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future.

**b) Penalty Provisions**

The County would prefer that Contractor performance is such that no performance penalties would need be imposed during the term of the agreement. However, should penalties be imposed they will be utilized to offset County EMS system improvement initiatives. Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor breach of the Agreement. However, severe or chronic deviations of Response Time compliance may constitute a material breach and subsequent default of the Agreement as defined in Section IV G.16 of this RFP.

**(1) Penalty for Failure to Report On-scene Time**

Contractor shall pay LEMSA a \$250 penalty each time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the penalty may demonstrate to the satisfaction of the Contract Administrator an accurate on-scene time.

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

**(2) Penalty for Failure to Comply with Response Time Requirements**

Contractor shall pay LEMSA a penalty each month that the Contractor fails to comply with the Response Time requirements based on the percentage of compliance for all responses in the categories represented in Figure 7 below.

Failure of the Contractor to achieve at least 88% Response Time compliance in each of the CDZ including PV/NW for 9-1-1 calls will require that the Contractor submit

and implement a deployment plan that includes additional staffed ambulance hours aimed to achieve 90% compliance with Response Times.

**Figure 7. County Response Time Penalties**

***9-1-1 Calls - Priority 1, 2 and 3 Responses for each of the CDZ***

<b>Compliance %</b>	<b>Penalty</b>
≥ 89% < 90%	\$5,000
≥ 88% < 89%	\$7,500
< 88%	\$10,000

***Non-emergency Responses - Priority 4 Responses***

<b>Compliance %</b>	<b>Penalty</b>
≥ 89% < 90%	\$4,000
≥ 88% < 89%	\$6,000
< 88%	\$7,500

**(3) Repetitive Non-Compliance**

Response time penalties are based on measurement of response time performance for all responses within the County and grouped by call classification level. Calls originating from 9-1-1 will be grouped for compliance measurement. Priority 2, 3, and 4 responses (unscheduled interfacility, scheduled interfacility, non-emergency ALS and BLS) will be reported and used for compliance measurement. The CCT transport response time performance will be measured separately for compliance.

The Contractor is required to report performance for each call classification level in each CDZ and in the designated ambulance zones. Repetitive non-compliance in any given subset is defined as three consecutive months or five instances of non-compliance in any twelve-month period. If the Contractor is repetitively non-compliant in any subset measure, the Contractor shall submit a plan of corrective action to LEMSA within thirty (30) days of being notified of repetitive non-compliance by LEMSA. Failure to correct repetitive non-compliance shall be considered a material breach of the Agreement.

Any subset of measurement of calls, excluding CCT, that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made. Compliance for CCT transports will be measured on a quarterly basis regardless of the number of CCT transports.

**(4) Additional Penalty Provisions**

LEMSA may impose financial penalties for the specific breaches of the Agreement identified in Figure 8 below:

**Figure 8. Breach Events and Penalties**

<b>Breach Event</b>	<b>Criteria</b>	<b>Penalty</b>
Failure to provide timely operational reports.	Operational and Response Time reports are due on specific date after close of month.	\$50 per report per day received after specified due date.
Failure to leave completed PCR at receiving facility.	100 percent of the completed PCRs will be provided to receiving facility within 12 hours.	A penalty of \$50 for every completed PCR not provided to the facility within 12 hours of patient delivery.
Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit.	All 9-1-1 calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit.	\$1,000 for every incident in which a BLS ambulance responds and transports a patient that requires an ALS ambulance.
Failure to provide timely quality improvement data and reports.	Quality improvement and clinical data and reports are due on specific date after close of month.	\$50 per report or data submission per day received after specified due date.
Failure to provide timely unusual occurrence reports.	Unusual occurrence reports are due within a specific time from date of the occurrence as defined in LEMSA policies and procedures.	\$100 per report per day received after the specified time frame from the date of the occurrence.
Failure to respond to an emergency request for a response from a County PSAP.	The contractor shall respond to all official requests for a response from the county PSAP. Failure to respond is defined by the Contractor not sending an ambulance en route to an emergency request.	LEMSA shall impose a minimum fine of \$10,000 for each failure to respond to an official call by the Contractor. Failure to respond will be defined as any call originating from County PSAP for which the Contractor fails to dispatch and no ambulance responds. Prior to imposition of this penalty, LEMSA will conduct an investigation of the incident.
Improper certification.	Staffing an ambulance with improperly certified personnel.	\$250 per call responded to by improperly certified employee.

Additionally, LEMSA may impose a fine of up to \$500 per incident for any minor breach of the Agreement not specifically addressed in Figure 8.

#### **(5) Penalty Disputes**

Contractor may dispute the imposition of a financial penalty by paying the penalty in full and submitting a written statement that penalty is being paid under protest. The written statement shall also include evidence as to why the Contractor believes the penalty should be reduced for

waived. Payment of the penalty and the written protest must both be submitted to LEMSA within twenty (20) business days of Contractor's receipt of notification of the imposition of the financial penalty. The Contract Administrator will review all such protests and make the decision to eliminate, modify, or maintain the protested penalty. Should the Contractor desire to appeal the Contract Administrator's decision, a written request for appeal must be submitted to the Director within ten (10) business days of the Contract Administrator's decision. All decisions by the Director shall be considered final.

## **8. Fleet Requirement**

The Contractor is to maintain the number of ALS equipped and fully operating ambulances that represent at least 130% of the peak staffing level. For example, if the Contractor's peak number of ambulances is five (5), then the Contractor is to maintain a fleet of at least eight ambulances ( $5 \times 130\% = 6.5$  rounded to 7). If a fraction is derived when multiplying the peak number of units by 130%, the number will be rounded up to the next whole integer. (i.e. 6.5 would be rounded to 7).

## **9. Coverage and Dedicated Ambulances, Use of Stations/Posts**

These specifications are for a performance based approach rather than a level of effort undertaking involving defined locations. LEMSA neither accepts nor rejects Proposer's level of effort estimates; rather LEMSA accepts the Proposer's commitment to employ whatever level of effort is necessary to achieve the Response Time and other performance results required by the terms of the Agreement as outlined in these specifications.

Contractor shall deploy ambulance resources in a manner consistent with this goal.

# **D. Personnel**

## **1. Treatment of Incumbent Work Force**

A number of dedicated highly trained personnel are currently working in the Imperial County EMS system. In the event the Contractor turns out to be other than the incumbent providers, every effort must be made to ensure a smooth transition and to encourage current EMS personnel to remain with the system. To that end, in the event of a change in providers, all current qualified ambulance employees working within Imperial County (other than owners and executive management) are to be considered for preferential hiring by any new Contractor. A new Contractor is expected to offer qualified non-supervisory employees (dispatchers, EMTs, and paramedics) employment in substantially similar positions. A new Contractor will consider current employee scheduling and make reasonable efforts to transition its new employees to its organization as smoothly as possible. While a plan for the transition of dispatchers, EMTs, and paramedics is an element of this RFP, Proposers are encouraged to exceed the minimum requirements and provide the strongest plan possible

for retention of the incumbent workforce, and additional points will be awarded for plans which exceed the minimum requirements.

Employment stability within the EMS system is an important concern of incumbent employees, Imperial County, and LEMSA. Incumbent personnel hired will retain "seniority status" earned while working full-time in the Imperial County EMS system.

Contractor will provide full time employees with a wage and benefit program comparable to the employees' current program. If an incumbent provider is successful, it agrees to maintain, at a minimum, current salary and benefit levels for personnel and consistent with offerings included in its proposal.

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

Proposer shall describe how it intends to maintain continuity of service in the system by employing current personnel and efforts to retain personnel through the term of the Agreement. If the Proposer is the current provider, it shall describe how it intends to retain personnel through the term of the new Agreement.

## **2. Character, Competence and Professionalism of Personnel**

The parties understand that Ambulance services are often rendered in the context of stressful situations. LEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, medical communications personnel, middle managers, and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.

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 in accordance with the State of California requirements. It is LEMSA's intent in requiring a criminal record check. Contractor must independently judge the employability and potential liability associated with employing any individual with a past history of serious offenses.

## **3. Internal Health and Safety Programs**

The Contractor shall implement multiple programs to enhance the safety and health of the work force. These shall include driver-training, safety and risk management training.

The Contractor shall provide adequate Personal Protective Equipment (PPE) and other equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall comply with EMSA #216 and shall include appropriate head, respiratory and flesh protection for employees. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

#### **4. Evolving OSHA & Other Regulatory Requirements**

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

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

#### **5. Discrimination Not Allowed**

During the performance of the Agreement, Contractor agrees that it will comply with all applicable provisions of federal, state, and local laws and regulations prohibiting discrimination. Without limiting this, Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA) and all other regulations promulgated there under. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, or age. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual orientation, or age. Such action shall include but is not limited to the following: employment-upgrade, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

## **E. Management**

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

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

**a) Dispatch Computer**

The dispatch computer utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. LEMSA will be provided access to all data maintained by the Computer Aided Dispatch (CAD) system as necessary to analyze demand and determine deployment procedures. The Contractor agrees to allow LEMSA, at Contractor's expense, to install an interface with the CAD to collect and monitor computer-aided dispatch information and patient care reports and provide access to the LEMSA to voice recording systems.

The Contractor in conjunction with the LEMSA shall establish procedures to automate the monthly reporting requirements.

The interface made available to the LEMSA shall provide real-time monitoring of the Contractor's CAD screens and at a minimum provide the location and status of active ambulance calls, pending calls, location, and status of ambulances and crews.

**b) Essential Patient Care Record and Assignment Data**

Contractor shall utilize an electronic patient care record system (PCR) in compliance with H&SC 1797.227(a)(1) that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS), and the National Emergency Medical Services Information System (NEMSIS) standards for patient documentation on all EMS system responses including patient contacts, canceled calls, and non-transports. The PCR shall be accurately completed to include all information required by and established in Title 22, Division 9, Chapter 4, Article 8, Section 100700 and information shall be distributed according to established County EMS Policies and Procedures. The Contractor shall leave a copy of the PCR (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with LEMSA policy.

Within 12 hours, Contractor shall provide access for the Contract Administrator and receiving hospitals to patient care records in computer readable format and suitable for statistical analysis for all priorities. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, non-transports.

Contractor shall identify files or PCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other data points, which may be reasonably requested, including any needed modifications to support EMS system data collection.

**c) Records**

Contractor shall complete, maintain, and provide to the LEMSA, if requested, adequate records and documentation to demonstrate its performance compliance and aid LEMSA in improving, modifying, and monitoring the EMS system.

**d) Monthly Reports Required**

Contractor shall provide, within 20 business days after the first of each calendar month, computer database data in an electronic format and reports pertaining to its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein. Contractor shall document and report to Contract Administrator in writing in a form required by the Contract Administrator. 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. At the end of each calendar year, no later than November 30 of the proceeding year, LEMSA shall provide a list of required reports and their frequency and due dates to the Contractor.

Reports shall include, at a minimum:

**(1) Clinical**

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

**(2) Operational**

- Calls and transports, by priority for each Call Density Zone;
- A list of each call, sorted by Call Density Zone, where there was a failure to properly record all times necessary to determine the Response Time;
- Documentation of all patients meeting trauma criteria including on-scene time and transport to hospital time;
- A list of mutual aid responses to and from system; and
- EMS transports to and from medical aircraft.

**(3) Response Time Compliance**

- A list of each emergency call dispatched for which Contractor did not meet the Response Time standard for each Call Density Zone and an explanation of why the response was late;
- Canceled calls; and
- Exception reports and resolution.



**(4) Response Time Statistical Data**

Within 20 business days following the last day of each month, Contractor shall ensure that ambulance Response Time records are available to LEMSA in a computer readable format approved by the Contract Administrator and suitable for statistical analysis for all ambulance responses originating from requests within the County. The records shall, at a minimum, include the following data elements:

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

**(5) Personnel Reports**

Contractor shall provide LEMSA annually with a list of paramedics, EMTs and dispatchers currently employed by Contractor and shall update that list monthly whenever there is a change.

The personnel list shall include, at a minimum, the name, address, telephone number, California paramedic license and expiration date or EMT certification and expiration date, ACLS expiration date and California Driver's License number of each person on the list.

**(6) Community/Governmental Affairs Report**

- Number of conducted community education events,
- Public Relations (PR) activities, first responder recognition, and
- Government relations contact report.

**(7) Electronic Access to Report**

Contractor shall provide access capability to LEMSA, at the Contractor's expense, to provide LEMSA access to all PCRs and provide a mechanism to create customized reports for LEMSA monitoring and review. The electronic access shall also include real-time monitoring of CAD systems.

**(8) Other Reports**

Contractor shall provide LEMSA with such other reports and records as may be reasonably required by the Contract Administrator.

**F. EMS System and Community****1. Participation in EMS System Development**

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

**2. Accreditation**

Within 24 months following commencement of the term of the Agreement, the Contractor will attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization. The Contractor shall maintain its accreditation throughout the term of the Agreement.

**3. Multi-casualty/Disaster Response**

Contractor shall cooperate with LEMSA in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the LEMSA plans.

In the event the County declares a disaster within the County, the Contractor will assign a Field or Dispatch Manager/Supervisor to deploy to the designated emergency operations center (when activated) as a liaison upon request.

In the event the County declares a disaster within the County, or in the event the County directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of the LEMSA and Contractor shall respond in accordance with the disaster plan. Contractor shall use best efforts to maintain primary Emergency services and may suspend non-emergency services upon notification on concurrence with the LEMSA.

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

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

**a) Internal Disaster Response Notification**

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

**b) Incident Notification**

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

**c) Interagency Training for Exercises/Drills**

Contractor shall participate in LEMSA sanctioned exercises and disaster drills and other interagency training.

**4. Mutual-aid Services**

**a) Mutual Aid Requirements Outside the County**

Contractor shall respond in a mutual aid capacity to other service areas outside of the County if so directed by Contract Administrator or in accordance with mutual aid agreements. Specifically, Contractor shall maintain documentation of the number and nature of mutual aid responses it makes and nature of mutual aid responses made by other agencies to calls originating within the County.

**b) Mutual Aid Requirements to Calexico**

The Contractor may enter into a mutual aid agreement with the City of Calexico to respond in a mutual aid capacity to City 911 service requests and to support response to disaster/multi-casualty event if prospectively approved by Contract Administrator. The mutual aid response to Calexico 911 requests shall not be considered as an exception to Contractor's responsibility to maintain the performance standards of the Imperial County Agreement. Additionally, Contractor shall maintain documentation of the number and nature of 911 responses and all other mutual aid responses it makes in Calexico.

**5. Permitted Subcontracting**

The Contractor may contract with providers for ALS interfacility transports/transfers, BLS non-emergency transports, and CCT transports originating within the County. Contractor may also subcontract for management, administrative services, dispatch, and billing and

collection activities. Such agreements must be approved by LEMSA. The sub-contracting entities must meet the LEMSA's minimum requirements for ambulance or CCT services. The Contractor remains responsible and accountable to meet Response Time and reporting requirements and the Contractor is liable to pay any penalties for non-performance by the subcontractor.

Contractor may subcontract medical dispatch center services to another agency within or outside of the County. Regardless, the Contractor will retain accountability and responsibility for the performance of the Dispatch Center. Such agreement must be approved by LEMSA.

#### **6. Communities May Contract Directly for Level of Effort**

This RFP and the Agreement are focused on Contractor performance within the County EOA. There are no provisions for a level of effort or requiring ambulances to be placed in specific areas of Imperial County. Should any request be made by a municipality, such are subject to the approval of LEMSA and shall not be at LEMSA's expense. Regardless of such arrangements, there is no change in the exclusive agreement between the Contractor and the County and the Contractor must continue to comply with the performance standards of the agreement.

#### **7. Supply Exchange and Restock**

The Contractor will restock basic life support supplies on a one-for-one basis based on utilization on calls by first response agencies.

#### **8. Handling Service Inquiries and Complaints**

Contractor shall log all inquiries and service complaints. Contractor shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Contractor shall submit to LEMSA each month a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the EMS Medical Director or LEMSA within twenty-four (24) hours.

### **G. Administrative Provisions**

#### **1. Contractor Payments for County Compliance Monitoring, Contract Management, and Regulatory Activities**

The Contractor will reimburse LEMSA for a portion of its expenses related to managing the Agreement, compliance monitoring, and provision of medical direction. An annual amount

will be assessed per sections 8.08 of the Imperial County Code to be paid quarterly based on actual LEMSA costs.

## **2. No System Subsidy**

The Contractor will operate the EMS system without any subsidy from LEMSA or the County. RFP specifications are designed to provide increased accountability without undue operational or financial burden for providers.

## **3. Contractor Revenue Recovery**

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

### **a) Patient Charges**

Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates proposed in response to this RFP and as subsequently approved by the LEMSA. The current rates are included in Appendix 5.

### **b) Fee Adjustments**

The Contract Administrator will approve annual increases to patient charges based on changes in the Consumer Price Index for All Urban Consumers. The annual rate increases will be the greater of three (3) percent or the increase of the CPI for any given year. All changes in the transport fees must be approved by Board of Supervisors.

In the event changed circumstances substantially impact the Contractor's costs of providing services or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, the Contractor may request increases or decreases in charges to patients to mitigate the financial impact of such changed circumstances. No adjustments to patient fees will be allowed during the first twelve (12) months of the commencement of the Agreement. If Contractor believes an adjustment is warranted, the Contractor may apply to the Contract Administrator for a rate adjustment to be effective on or after the first anniversary of the Agreement. Applications must be submitted at least sixty (60) days prior to the requested effective date. Requests for changes to patient charges shall only be allowed on an annual basis corresponding to the anniversary of the Agreement. The Contract Administrator shall review the application and forward his or her recommendation to the Director, who shall have the authority to approve or disapprove the request. Approval of rate changes is required before they can become effective.

## **4. Federal Healthcare Program Compliance Provisions**

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

compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

**a) Medicare and Medicaid 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 guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 Volume 68, No. 56 (03 FR 14255).

Contractor will engage a qualified entity to conduct a claims review on an annual basis as described in the OIG Compliance Guidance. A minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. The Contractor will submit the report to LEMSA within 120 days of the end of each contract year.

**b) HIPAA Compliance Program Requirements**

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 US Department of Health and Human Services. The three major components of HIPAA include:

- Standards for Privacy and Individually Identifiable Health Information;
- Health Insurance Reform: Security Standards; and
- Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

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 the HIPAA rules and regulations will be reported immediately to LEMSA along with Contractor's actions to mitigate the effect of such violations.

**5. State 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 and LEMSA policies, procedures, and protocols.

**6. Billing/Collection Services**

Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

- Electronically generate and submit Medicare and MediCal claims;

- Itemize all procedures and supplies employed on patient bills; and
- Be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

Contractor shall not attempt to collect its fees at the time of service.

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.

**a) Market Rights**

LEMSA shall not enter into agreements with any other provider for ground response to requests for ambulance service originating within the County EOA during the term of this Agreement. Furthermore, LEMSA will make reasonable efforts to ensure the Contractor's exclusivity of non-emergency, interfacility, and CCT transports originating within the EOA.

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

**7. Accounting Procedures**

**a) Invoicing and Payment for Services**

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

**b) Audits and Inspections**

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

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

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

Contractor may be required by LEMSA to provide LEMSA with periodic report(s) in the format specified by the Contract Administrator to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.

## **8. County Permit**

LEMSA oversees ambulance services and CCT services within the County. Pursuant to LEMSA policies, an ambulance company must obtain the appropriate ambulance service permits.

The application information is available at [www.icphd.com/emergency-medical-services](http://www.icphd.com/emergency-medical-services) and a copy of the current county ordinance can be found in Appendix 2.

## **9. Insurance Provisions**

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the required insurance coverage is listed in Appendix 9.

## **10. Hold Harmless / Defense / Indemnification / Taxes / Contributions**

### **a) Hold Harmless**

In General. Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, the LEMSA, the County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.



Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the LEMSA or the County. This duty shall arise at the first claim or allegation of liability against LEMSA or the County. Contractor will on request, and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law."

**b) Employee Character and Fitness.**

Contractor accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Contractor under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, Contractor shall hold County, LEMSA and their officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Contractor's actions in this regard.

**11. Performance Security Bond**

Contractor shall furnish performance security in the amount of one million dollars (\$1,000,000), in one of the following forms, subject to approval of the Office of County Counsel, in its sole discretion:

- a) A faithful performance bond issued by a bonding company, appropriately licensed in the State of California and acceptable to LEMSA; or
- b) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to LEMSA and from a bank or other financial institution acceptable to LEMSA.

**12. Term of Agreement**

The initial term of the Agreement ultimately executed by Contractor shall be for a period of five (5) years commencing at 12:01 a.m. on January 1, 2018 and terminating at midnight, December 31, 2022.

**13. Earned Extension to Agreement**

If, at the sole judgment and discretion of LEMSA, the Contractor is deemed to be substantially in compliance with the specifications defined in this RFP and the resulting Agreement, the LEMSA Director may, after seeking a recommendation from the Board of Supervisors, grant an extension of the Agreement for up to five (5) additional years. LEMSA shall make the offer of extension by formal written notice to the Contractor at least eighteen (18) months prior to the scheduled end of the term of the Agreement.

If the Contractor does not want to continue providing services to LEMSA as stipulated in the Agreement after the end of the Term, the Contractor must give notice of its intent not to extend the Agreement at least seventeen (17) months prior to the scheduled end of the term of the Agreement.

#### **14. Continuous Service Delivery**

Contractor expressly agrees that, in the event of a default by Contractor under the Agreement, Contractor will work with LEMSA to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Contractor shall be obligated to use every effort to assist LEMSA to ensure uninterrupted and continuous service delivery in the event of a default, even if Contractor disagrees with the determination of default.

In order to ensure public health and safety, LEMSA may pursue any method to provide continuous and uninterrupted delivery of service. Such methods include, but are not limited to the following:

- a) Mutual aid provided through the California medical and health mutual aid system;
- b) Interim emergency ambulance service contractors;
- c) Emergency takeover of Contractor's equipment and supplies as described below.

#### **15. Annual Performance Evaluation**

LEMSA may evaluate the performance of the ambulance Contractor on an annual basis. An evaluation report will be provided to the Imperial County Board of Supervisors.

The following information will normally be included in the performance evaluation:

- a) Response Time performance standards assessed with reference to the minimum requirements in the contract;
- b) Clinical performance standards assessed with reference to the minimum requirements in the contract;
- c) Initiation of innovative programs to improve system performance;
- d) Workforce stability, including documented efforts to minimize employee turnover;
- e) Compliance of pricing and revenue recovery efforts with rules and regulations and the Agreement; and
- f) Compliance with information reporting requirements.

#### **16. Default**

Contractor shall be in default of the Agreement if it materially breaches the Agreement and fails to cure such material breach within the time and in the manner specified in Section IV G.18.

**a) Definitions of Breach**

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

- Failure of Contractor to operate the ambulance service system in a manner which enables LEMSA or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and county laws, rules, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996. Minor infractions of such requirements shall constitute a minor breach, but such willful and repeated infractions shall constitute a material breach;
- Willful falsification of data supplied to LEMSA 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 the Agreement, or a willful refusal to provide such data within a reasonable time when demanded by the LEMSA;
- Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
- Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period as described in Section IV. G.21;
- Deliberately increasing the cost of providing services, failing to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a transition to a new Contractor or for a new Contractor's operation in the event of a default or failure of incumbent to prevail during a subsequent bid cycle;
- Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle;
- Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;
- Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- Failure of Contractor to comply with approved rate setting, billing, and collection procedures;
- Failure of Contractor to meet Response Time requirements for three consecutive measurement periods in a single category and after receiving notice of non-compliance from Contract Administrator as specified in Section IV C.7;
- Failure of Contractor to comply with the vehicle lease provisions;

- Failure of Contractor to cooperate and assist County in the investigation or correction of any “Minor Breach” conditions;
- Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
- Failure to maintain in force throughout the terms of the Agreement, including any extensions thereof, the insurance coverage required herein;
- Failure to maintain in force throughout the term of the Agreement, including any extensions thereof, the performance security requirements as specified herein;
- Failure to timely prepare and submit the required annual audit; and
- Any other willful acts or omissions of Contractor that endanger the public health and safety.

## **17. LEMSA's Remedies**

### **a) Remedies for Default**

If conditions or circumstances constituting a Default as set forth in Section IV.G.16 exist, LEMSA shall have all rights and remedies available at law or in equity under the Agreement, specifically including the right to terminate the Agreement and/or the right to pursue Contractor for damages and the right of emergency take-over as set forth in Sections IV.G.19. All LEMSA's remedies shall be non-cumulative and shall be in addition to any other remedy available to LEMSA.

### **b) Remedies for Material Breaches that Threaten Public Health or Safety**

In the event LEMSA determines that a material breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the Contract Administrator's opinion, such that public health and/or safety are endangered, and after Contractor has been given notice, time, and opportunity as specified in Section IV G.18 to cure the actual or threatened material breach, then the matter shall be presented to the Director.

If the Director concurs that a material breach has occurred or may occur and that public health and/or safety would be endangered by allowing the Contractor to continue its operations, the LEMSA shall have all rights and remedies available at law or in equity under the Agreement, specifically including the right to terminate the Agreement and/or the right to pursue Contractor for damages and the right of emergency take-over as set forth in Sections IV.G.19. All LEMSA's remedies shall be non-cumulative and shall be in addition to any other remedy available to LEMSA.

## **18. Provisions for Curing Material Breach**

### **a) Material Breaches that Do Not Threaten Public Health or Safety.**

In the event the LEMSA determines that there has been a material breach by Contractor of the standards and performances as defined in this specification, the nature of which

does not represent a threat to public health and/or safety, LEMSA shall give Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach. Contractor shall have the right to cure such material breach within seven (7) calendar days of receipt of such notice. Within 24 hours of receipt of such notice, Contractor shall deliver to LEMSA, in writing, a plan of action to cure such material breach. The LEMSA, acting through its Director or the Director's designee, may permit Contractor to implement such a plan of action if the plan is acceptable to the LEMSA, and may set such deadlines for the completion of such actions as the LEMSA deems appropriate, in its sole and absolute discretion. If Contractor fails to cure such material breach within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of LEMSA) or Contractor fails to timely deliver the cure plan to LEMSA, then Contractor shall be in default. Upon default, LEMSA may seek any remedies available to it as specified in Section IV G.17.

**b) Material Breaches That Threaten Public Health or Safety**

In the event the LEMSA determines that there has been or there is a threat of a material breach by Contractor of the standards and performances as defined in this specification, the nature of which presents a threat to public health and/or safety, LEMSA may give Contractor seven (7) days written notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach, unless LEMSA, in its sole and absolute discretion, determines that the threat to public health and/or safety warrants shorter notice or no notice.

LEMSA may provide Contractor the opportunity to cure the actual or threatened material breach if it determines, in its sole and absolute discretion, that providing an opportunity to cure would not delay or otherwise hinder LEMSA's ability to address the threat to public health and/or safety. Should LEMSA provide Contractor the opportunity to cure, Contractor shall deliver, in the time and manner specified by LEMSA, a written plan of action to cure the actual or threatened material breach. The LEMSA, acting through its Director or the Director's designee, may permit Contractor to implement such a plan of action if the plan is acceptable to the LEMSA, and may set such deadlines for the completion of such actions as the LEMSA deems appropriate, in its sole and absolute discretion. If Contractor fails to cure such actual or threatened material breach within the period specified by LEMSA (with such failure to be determined in the sole and absolute discretion of LEMSA) or Contractor fails to timely deliver the cure plan to LEMSA, then LEMSA may seek any remedies available to it as specified in Section IV G.17.

- c) Contractor shall not be prohibited from disputing a finding of material breach or default through appropriate channels, provided, however that such dispute shall not have the effect of delaying, in any way, LEMSA's ability to address a public health and/or safety concern, including but not limited to the immediate takeover of operations by LEMSA. 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 or default has occurred, shall be initiated, and shall take place only after the emergency take-over has been completed or the public health/safety concern has been otherwise resolved.

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

### **19. Emergency Takeover**

Contractor expressly agrees to consent to and cooperate with the following provisions for an emergency takeover.

If the Director makes a finding in accordance with Section IV G.17 that an actual or threatened material breach presents a threat to public health and/or safety, then the Director may order, in his/her sole discretions, that the LEMSA shall affect an immediate takeover by the LEMSA of Contractor's ambulances, dispatch and communications systems, facilities and crew stations. The Contractor shall cooperate fully with the LEMSA to affect the immediate takeover by the LEMSA of Contractor's ambulances and crew stations. Such takeover shall be affected within seventy-two (72) hours after Director's decision to execute the emergency takeover.

In the event of an emergency takeover, the Contractor shall deliver to the LEMSA ambulances and associated equipment used in performance of the Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with LEMSA ALS Policies and Procedures.

Contractor shall deliver ambulances, dispatch and communications system, facilities and crew stations to the LEMSA in mitigation of any damages to LEMSA resulting from the Contractor's material breach.

Nothing herein shall preclude LEMSA from seeking to recover from the Contractor such rental and debt service payments as elements of damage from a breach of the Agreement. However, the Contractor shall not be precluded from disputing the Director's findings or the nature and amount of the LEMSA's damages, if any, through litigation. Failure on the part of the Contractor to cooperate fully with LEMSA to effect a safe/smooth takeover of operations shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of breach by the Director was made in error.

LEMSA shall have the right to authorize the use of vehicles and equipment by another company. Should LEMSA require a substitute contractor to obtain insurance on equipment, or should LEMSA choose to obtain insurance on vehicles/equipment, the Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

LEMSA agrees to return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of the Contractor's equipment not so returned, LEMSA shall pay the Contractor fair market value of vehicle and equipment at time of takeover, less normal wear and tear or shall pay the Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.

LEMSA may unilaterally terminate a takeover period at any time and return facilities and equipment to the Contractor. The takeover period shall last no longer, than LEMSA judges necessary to stabilize the EMS system and to protect the public health and safety by whatever means LEMSA chooses.

All of the Contractor's vehicles and related equipment necessary for provision of ALS services pursuant to this Contract is hereby granted to LEMSA during an emergency takeover period. Contractor shall maintain and provide to LEMSA a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ambulance services hereunder shall be reported to LEMSA 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.

During any such emergency takeover, the LEMSA shall be entitled to all reimbursement from patients and third party payers and insurers for services provided under this Agreement. At its option, the LEMSA may directly bill for such services, in which case Contractor shall discontinue all such billing, or the LEMSA may direct Contractor to bill for said services, and to remit all reimbursement received to the LEMSA upon receipt.

## 20. Termination

### a) For Convenience - Written Notice

The Agreement may be canceled without cause in the following manners:

1. By LEMSA upon 18 months notice;
2. By Contractor upon seventeen (18) months notice; or
3. By written mutual consent of both LEMSA and Contractor upon a mutually agreed upon time period.

### b) Failure to Perform

LEMSA, upon written notice to Contractor, may immediately terminate the Agreement should Contractor be found in default of this Agreement as specified in Section IV G.16 or to have committed a material breach that threatens the public health and/or safety as specified in Section IV G.17. In the event of such termination, LEMSA may proceed with the work in any reasonable manner it chooses, including but not limited to, mutual aid provided through the California medical and health mutual aid system, and interim emergency ambulance service contractors. The cost to LEMSA of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond, without prejudice to LEMSA's rights otherwise to recover its damages or to seek any other remedy.

## 21. "Lame-duck" Provisions

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

- g) Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
- h) Contractor shall make no changes in methods of operation or employee compensation that could reasonably be considered to be aimed at cutting Contractor service and operating costs to maximize or effect a gain during the final stages of the Agreement or placing an undue burden on the subsequent Contractor;
- i) LEMSA recognizes that if another organization should be selected to provide service, Contractor may reasonably begin to prepare for transition of service to the new entity. LEMSA shall not unreasonably withhold its approval of Contractor's 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 Contractor's performance during this period; and

- j) Should LEMSA select another organization as a service provider in the future, Contractor personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence

## **22. Transition Planning**

### **a) Competitive Bid Required**

Contractor acknowledges that LEMSA intends to conduct a competitive procurement process for the provision of emergency ambulance service within County's Exclusive Operating Area prior to the termination of this Contract. Contractor acknowledges and agrees that LEMSA may select a different ambulance service provider to provide exclusive emergency ambulance services following said competitive procurement process, and to reasonable extension of its obligations hereunder if such extensions are necessary to complete such processes, including but not limited to any reasonable decisions to cancel and restart such processes.

### **b) Future Bid Cycles**

Contractor acknowledges and agrees that supervisory personnel, EMT's, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though Contractors may change. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Proposers and shall allow without penalty its employees to sign contingent employment agreements with competing Proposers at employees' discretion. Contractor may prohibit its employees from assisting competing Proposers in preparing Proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

## **23. General Provisions**

### **a) Assignment**

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

### **b) Permits and Licenses**

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

**c) Compliance with Laws and Regulations**

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

**d) Private Work**

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of Agreement.

**e) Retention of Records**

Contractor shall retain all documents pertaining to Agreement for seven (7) years from the end of the fiscal year following the date of service; for any further period that is required by law; 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 LEMSA, the County, the State of California, and the United States Government. Any and all records received and manufactured by the County under this Agreement shall be deemed County Records, for all purposes, including disclosure pursuant to the California Public Records Act, Government Code 6250, et seq.

**f) Product Endorsement/Advertising**

Contractor shall not use the name of Imperial County for the endorsement of any commercial products or services without the expressed written permission of the Contract Administrator.

**g) Observation and Inspections**

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

At any time during normal business hours and as often as may be reasonably deemed necessary by LEMSA, LEMSA 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, and patient records pertaining to the Agreement. LEMSA may audit, copy, make transcripts, or otherwise reproduce such records for LEMSA to fulfill its oversight role.

**h) Omnibus Provision**

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

**i) Relationship of the Parties**

Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Contractor is an independent contractor and is not an employee of the County or LEMSA. Contractor is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related tax. Nothing in the Agreement shall create any right or remedies in any third party. The Agreement is entered solely for the benefit of the County, LEMSA, and Contractor.

**j) Rights and Remedies Not Waived**

Contractor will be required to covenant that the provision of services to be performed by Contractor under the Agreement shall be completed without compensation from LEMSA or County. The acceptance of work under the Agreement shall not be held to prevent LEMSA's maintenance of an action for failure to perform work in accordance with the Agreement.

**k) Consent to Jurisdiction**

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

**l) End-term Provisions**

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

**m) Notice of litigation**

Contractor shall agree to notify LEMSA within 24 hours of any litigation or significant potential for litigation of which Contractor is aware.

**n) Cost of Enforcement**

If legal proceedings are initiated by any party to this Agreement, whether for an alleged breach of the terms or judicial interpretation thereof, the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees, consultant and expert fees, and other such costs, to the extent permitted by the court.

**o) General Contract Provisions**

In addition to the specific contract provisions listed in this document; the written Agreement will include general conditions required by LEMSA in contracts such as those listed herein. "A Sample Contract is included in Appendix 10. This contract will become part of the final agreement with successful Proposer awarded the proposal. The successful Proposer shall agree to those requirements, terms and conditions in the Sample Contract.

## **SECTION V. COMPETITIVE CRITERIA**

This section sets forth the competitive performance criteria to be competitively assessed and scored by the Review Panel (the Competitive Criteria).

For each Competitive Criterion, the narrative below defines a base level of performance to which every Proposer must agree (the Minimum Requirements). This agreement must be unqualified and expressly stated in the Proposal. If a Proposer fails to agree to any Minimum Requirement related to any Competitive Criterion, Purchasing may, in its discretion, declare the Proposal unresponsive and disqualified. The Proposer must agree to the Minimum Requirements regardless of whether the Proposer goes on to propose levels of performance that are higher than contained in the Minimum Requirements for a given Competitive Criterion. For Proposers offering to meet but not exceed the Minimum Requirements for a given Competitive Criterion, the Proposal must set forth the information requested below regarding the manner in which the Proposer will meet the performance level specified in the Minimum Requirements.

For each Competitive Criterion, Proposers are encouraged to propose levels of performance higher than the Minimum Requirements. The narrative describes the policy and operational goals for each Competitive Criterion, which LEMSA is seeking to maximize through competition. It also provides guidelines and examples to illustrate how the policy and operational goals might be promoted. However, the specific concepts and activities comprising these examples are neither specifically required nor exclusive. The Competitive Criteria provide an opportunity for a Proposer to differentiate its proposed service from that of other Proposers and to demonstrate the organizational capabilities and experience which it would bring to bear if it becomes the Contractor.

Because every Proposer is required to commit to the Minimum Requirements, no points shall be awarded in connection with a Competitive Criterion unless a higher level of performance is proposed. Points available for each Competitive Criterion for which a higher level of performance is proposed shall be scored as set forth in Section II.G.

A goal of this RFP is to increase the levels of communication, cooperation, collaboration, and in some cases functional integration among the different entities comprising the EMS system. This goal is furthered by various provisions in the Core Requirements and in the Minimum Requirements. In addition, certain of the Competitive Criteria invite Proposers to propose higher levels of collaboration.

## A. Clinical

### 1. Competitive Criterion: Quality Improvement

#### a) Minimum Requirements—Demonstrable Progressive Clinical Quality Improvement

LEMSA requires that the Contractor develop and implement a comprehensive quality management program that incorporates assuring compliance with the Agreement, minimum performance standards, and rules and regulations. The program shall also include process measurement and process improvement that is integrated with the EMS system's quality management program. The clinical indicators measured by all system participants will be developed through collaborative efforts of the first responder agencies, the Contractor, and LEMSA and based on current EMS research and call demand. LEMSA ultimately will approve and implement the quality monitoring and improvement plan to be used in the County by all EMS system participants. Proposers should review LEMSA's quality management program requirements at its website.

LEMSA is not seeking overly complex systems or processes that focus on stipulated categories of patients, EMS calls, or providers. Proposers must commit to a clear, concise, and implementable set of processes and practices designed to produce tangible improvements for the patients and other customers served by the EMS system, the Proposer's employees who serve Imperial County, and the other agencies involved in the Imperial County EMS system.

In addition to generally committing to these Minimum Requirements, Proposers shall illustrate their ability to achieve them by describing their overall approach to comprehensive quality management.

#### b) Higher Levels of Commitment—Quality Management

In the majority of American EMS systems, "quality management" is limited to a retrospective evaluation of patient care reports. A growing number of EMS systems, however, are expanding the scope of their quality management efforts to include clinical performance indicators paired with an education system designed to effect clinical improvements. LEMSA is committed to such a comprehensive model of quality management that, while patient centered, encompasses all vital functions within the system. This Competitive Criterion encourages Proposers to join in this commitment.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

A Proposal might incorporate the 2017-2018 Baldrige National Quality Program: Health Care Criteria for Performance Excellence. A copy of this program can be downloaded at

[www.nist.gov/baldrige/](http://www.nist.gov/baldrige/). The core areas addressed by this process provide a solid framework for a comprehensive and progressive quality management program. These areas include:

- Leadership;
- Strategic Planning;
- Focus on Patients, Other Customers and Markets;
- Measurement, Analysis, and Knowledge Management
- Integration of electronic patient care record system with the County health information exchange to include hospital outcome data;
- Workforce Engagement;
- Process Management; and
- Results.

The Proposer's quality management capability could be supported by providing a list of Key Performance Indicators (KPI) for each of the key result areas utilized in Proposer's operations and proposed for Imperial County. Include a specific data definition and data source for each KPI.

## **2. Competitive Criterion: Clinical and Operational Benchmarking**

It is important for an organization to monitor and measure performance in all aspects of its operations. The definition of what activities are to be measured and monitored is an essential component.

### **a) Minimum Requirements— Clinical and Operational Benchmarking**

Benchmarking of Key Performance Indicators (KPIs) including KPIs focused on clinical care is required. Some of the measurements may be process oriented in lieu of outcome measurements. It is anticipated that the KPI will evolve with the development of the local EMS system as approved from time to time by the EMS Medical Director and LEMSA. The Contractor shall provide, on a monthly basis, information necessary to benchmark KPIs. KPIs focusing on clinical activities to be measured will include, at a minimum:

- Response time performance by Call Density Zone, priority, and County-wide;
- Presumptive impressions at dispatch compared to field intervention;
- Scene time and total pre-hospital time for time dependent clinical conditions like Acute Coronary Syndrome (ACS), stroke, and major trauma;
- Cardiac arrest survival in accordance with Utstein protocols;
- Fractal measurement of time to first defibrillation;
- Compliance with protocols, procedures, and timelines for ST-Elevation Myocardial Infarction (STEMI) patients;
- Compliance with protocols, procedures, and timelines for patients with pulmonary edema and congestive heart failure;

- Compliance with protocols, procedures, and timelines for patients with asthma or seizures;
- Compliance with protocols, procedures, and timelines for patients with cardiac arrest;
- Compliance with protocols, procedures, timelines, and destinations for trauma patients;
- Compliance with protocols, procedures, and timelines for patients with presumed stroke symptoms;
- Compliance with protocols, procedures, and timelines for assessment of pain relief;
- Successful airway management rate by entire system, provider type and individual, including EtCO2 detection;
- Successful IV application rate by entire system, provider type and individual;
- Complaint management;
- Paramedic skill retention;
- Use of mutual aid; and
- Safety.

Contractor will be required to produce a periodic report that describes overall compliance with protocols and provides an analysis of which protocols have the most compliance challenges.

Proposers should describe their current and proposed benchmarking, KPI monitoring, and its method for regularly assessing compliance with EMS Medical Protocols.

**b) Higher Levels of Commitment—Clinical and Operational Benchmarking**

Measuring and monitoring KPIs on a regular and consistent basis promotes an organization's improvement and development. EMS organizations that are committed to improvement not only measure and monitor, but use the results to effect change. Proposers can demonstrate a higher level of commitment to measurement, monitoring, benchmarking, and improvement by documenting performance indicators that they measure and describing the use of the results.

Non-clinical performance indicators are relevant for operational, financial, or organizational advancement. Incorporating such focus areas demonstrates a higher level of commitment to performance and improvement.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

The Contractor's system for benchmarking might include non-clinical KPIs such as:

- Employee injuries;



- Vehicle collisions (>\$250 damage) per 100,000 fleet miles;
- Critical vehicle/equipment breakdowns (interfering with a response or Transport) per 100,000 fleet miles;
- Consumer satisfaction;
- Employee turnover; and
- Employee satisfaction.

Other KPI benchmarking might include comparing clinical data published by the National Association of EMS Physicians or other national organizations comparing the system with other similarly designed clinically sophisticated systems. The organization's approach to learning and performance improvement using industry and non-industry benchmarking can also demonstrate higher levels of capability and commitment.

Alternatively, the Proposer's offer could be supported by utilizing the clinical measures outlined as part of the federally funded EMS Compass project previously referenced herein.

Participation in, or publishing the results of, peer reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. The Proposer might demonstrate a higher level of commitment by describing past participation in and proposed out-of-hospital research projects. For illustration, such projects might include but are not limited to research involving:

- Impacts of Public Access Defibrillation (PAD);
- Reduction of "at scene" time;
- Reduction of "at patient" status to first shock or ALS intervention;
- Other research projects as approved by the EMS Medical Director.

### **3. Competitive Criterion: Dedicated Clinical Oversight Personnel**

It is LEMSA's goal that all organizations participating in the Imperial County EMS system have adequate and competent oversight and management of the clinical services and quality improvement activities.

#### **a) Minimum Requirements—Clinical Leadership Personnel**

A senior manager shall be responsible for oversight and management of the key performance indicators and ongoing organization-wide quality management programs.

The Contractor shall also designate an individual (this could be the senior manager referred to in the preceding paragraph or another individual) to implement and oversee the Contractor's on-going clinical quality program. This individual shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Agreement.

Proposers are required to document their commitment to have the senior members of their Imperial County operating unit actively participate in the leadership and oversight of the EMS quality management system. This commitment includes but is not limited to active participation of Proposer's senior leadership in meetings related to EMS and public health and safety coordinated by LEMSA and Imperial County and actively participating in projects designed to improve the quality of EMS in the County of Imperial.

The Proposer shall describe its commitment of leadership to clinical quality and describe the individual to oversee its clinical quality program including a job description and reporting relationships.

**b) Higher Levels of Commitment—Clinical Leadership Personnel**

An organization's commitment is demonstrated by the caliber, qualifications, and expertise dedicated to an endeavor.

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

- Implementing specific programs and activities to fully engage the workforce in quality management, such as peer review activities, medical audits, etc.;
- The quality management competencies that members of the leadership team will possess including their ability to analyze performance data and conduct improvement projects;
- Methods used to communicate openly with the workforce and to assess the effectiveness of this communication;
- Activities used by the organization to communicate performance data to the members of the workforce involved in the process whose performance is being monitored;
- Strategies used by the organization's leadership team to promote legal and ethical behavior for themselves and the entire organization;
- The organization's process for handling breaches of ethical behavior;
- Activities of the organization's leadership to promote a culture focused on patient and employee safety; and
- Procedures used by the organization to handle situations that have or may have had an adverse impact on patients or the public.

**4. Competitive Criterion: Medical Direction**

Ambulance services employ Medical Directors to lead the clinical care services. The involvement, commitment, and expertise expected from the Medical Director should directly contribute to clinical service levels, quality of care and quality management and improvement

**a) Minimum Requirements—Medical Direction**

Proposer shall engage a physician as its Medical Director to oversee the Contractor's clinical activities. The Proposer shall identify its Medical Director and provide a curriculum vita outlining his or her experience and qualifications.

**b) Higher Levels of Commitment— Medical Direction**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

- Demonstrate higher levels of Medical Direction commitment by emphasizing the Medical Director's qualifications such as Board Certification in Emergency Medicine, completion of the EMS Medical Director's Course, etc.
- Committing the Medical Director to active involvement with the Contractor and its employees, training, research, field observation, and pledges to work with the EMS System's Medical Director.
- Committing to support its Medical Director in liaising with other members of the Imperial County medical community to identify and support the system's standard of care and to identify and resolve issues that may arise.

**5. Competitive Criteria: Focus on Patients and Other Customers**

Clinical quality is not measured solely by the patient's physical outcome. It is important to monitor and analyze the entire interaction of the patient and customers within the EMS system.

**a) Minimum Requirements—Focus on Patients and Other Customers**

At a minimum, the Contractor shall have a comprehensive mechanism for handling patient and customer complaints or issues. The Proposer shall 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.

Contractor shall establish and publish a Customer Access Hotline 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 number may either be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The hotline number will be published in the local telephone directory and on the Contractor website and publicized at local healthcare facilities, fire stations, and public safety agencies. Members of the Contractor's leadership team are to be automatically notified of any incoming calls. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require feedback are to be attended to by the end of the next business day.

**b) Higher Levels of Commitment—Focus on Patients and Other Customers**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

- Identify how the organization determines the desires, needs, and expectations of patients and other customers. Include a list of key customer groups other than patients.
- Discuss the mechanisms the organization uses to incorporate the “voice of the customer” in planning processes.
- Other aspects of healthcare have documented inequalities in diagnosis and treatment based on age, ethnicity, and gender. Describe the organization’s system for assuring and monitoring equitable EMS care to traditionally underserved patients such as the elderly, substance abusers and mental health patients as well as to all patients based on neighborhood, age, gender, and ethnicity.
- Describe and provide detailed examples of the methods the organization uses to assess and monitor the effectiveness at meeting the needs and desires of patients and other customers. If possible, provide examples of what you have learned by using these monitoring methods and the action you have taken to improve the service to patients and other customers.
- Most EMS systems engage in infection control practices designed to protect providers from acquiring infections. Fewer EMS systems engage in hygiene practices that are designed to protect patients from contamination. Describe the mechanism for providing infection control for employees, system partners in healthcare and patients.

**6. Competitive Criterion: Continuing Education Program Requirements****a) Minimum Requirements— Continuing Education**

Contractor shall provide in-house or sub-contracted in-service training programs designed to meet state and LEMSA licensure/certification requirements at no cost to employees. All in-service and continuing education programs must comply with state regulations. The EMS Medical Director may mandate specific continuing education programs and content requirements, and LEMSA may review and audit any continuing education programs offered by the Contractor.

**b) Higher Levels of Commitment—Continuing Education**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Targeting educational content to address local system needs;
- Expanded content of training program offerings;
- Introduction of innovative educational/training methods; and
- Measuring competency with specified skill sets.

## B. Operations

### 1. Competitive Criterion: Dispatch and Communications

Ambulance Response Times are impacted by the efficiency and reliability of the dispatch system referring calls to the sometimes-complex communication chain connecting a local resident or visitor who has just dialed 9-1-1 to the ambulance crew, which is asked to respond to the incident address. This communication chain varies between different jurisdictions within Imperial County.

This RFP is intended to promote a higher level of collaboration between the Contractor and County PSAPs and public safety agencies to improve the efficiency and reliability of communications between those entities. The goal in this Competitive Criterion is to reduce Response Times and promote a seamless dispatch process by minimizing the transfer of calls or information from the calls.

#### a) Minimum Requirements—Dispatch and Communications

The Contractor shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by County PSAPs. Additionally, the Contractor is responsible for providing emergency medical pre-arrival instructions in accordance with emergency medical dispatch protocols approved by the LEMSA Medical Director.

Staffing levels shall be such that electronic or telephonic notifications from the County designated public safety dispatch centers are answered or responded to within ten (10) seconds, 90% of the time.

Contractor shall adequately train and prepare emergency ambulance dispatchers to process emergency medical requests for service, and provide emergency medical pre-arrival instructions to 9-1-1 callers. Said dispatchers shall be given a company orientation as well as a thorough orientation to the County EMS system before being assigned to operate as part of Contractor's ambulance dispatch system and shall within six (6) months of contract start, obtain Emergency Medical Dispatch certification.

Additional dispatch center performance requirements include:

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

2. Callers requesting an emergency ambulance shall rarely be placed on hold. This includes ring down lines with hospitals and other dispatch centers.
3. The Contractor and its Dispatch Center staff shall maintain a professional relationship and level of interaction with other public safety dispatch centers and medical facilities, both within and outside of the County.

The system has a trunked 800 system, each agency has their own frequency, mutual frequencies are assigned. The County has undergone a recent major radio system update and will provide up to 30 radios to the Contractor at start up. The Contractor will be responsible to pay the associated monthly service fees, maintain the County provided radios, and the cost of any future updates.

Contractor shall be responsible for all other mobile radio equipment and cellular phones for use in the field including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system. This will enable Contractor to effectively receive communications from the Contractor's Dispatch Center and shall be capable of receiving and replying to such requests for emergency ambulance services by voice or data linkage.

- Contractor's communications system shall be capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to this Agreement including communicating with hospitals and other public safety agencies as required in a declared disaster situation. 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 about the patient.
- Contractor shall equip all ambulances and supervisory vehicles used in performance of services in Imperial County with radio equipment for communications with Contractor's Dispatch Center, and suitable for communication with hospital receiving facilities.
- Contractor shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission (FCC), and in conformance with all applicable LEMSA rules and operating procedures.
- Contractor shall ensure access to cellular telephones for use on ambulances and supervisory units.
- Contractor shall equip all ambulances with Automatic Vehicle Location (AVL) devices.
- Contractor shall operate a system for prioritizing 9-1-1 calls based on acuity level according to medical priority dispatch screening (MPDS) protocols approved by the LEMSA Medical Director.

Proposers shall fully describe how they intend to comply with the minimum requirements listed above and include a description of the equipment and technology to be used.

**b) Higher Levels of Commitment— Dispatch and Communications**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

- Contractor is encouraged to develop electronic CAD-to-CAD interfaces with some or all of the existing PSAPs.
- Contractor may collaborate with existing PSAPs and dispatch centers to co-locate or consolidate PSAP/Dispatch operations.
- Equip all ambulances with Mobile Data Terminals (MDT).
- Contractor may apply for and achieve International Academies of Emergency Dispatch Center of Excellence or comparable certification for its dispatch center.
- Provide access for LEMSA staff members to access the Contractor's CAD to audit and create reports for system performance monitoring.
- Other Strategies to Reduce Response Times: Proposers may propose other reasonably achievable strategies to be undertaken at the Contractor's expense, which would be likely to materially reduce ambulance Response Times across all or any significant part of the EMS system.

**2. Competitive Criterion: Critical Care Transport services**

Some patients within county healthcare facilities require transportation to medical facilities outside of the County to receive higher levels of treatment or to receive care not available locally. Some of these patients require attendants with training and skills beyond that of a paramedic. Depending on the patients' needs the attendants will include nurses and sometimes specialists in respiratory therapy or sophisticated patient care management capabilities.

Frequently, if it is time-critical that the patient be transferred to another healthcare facility, the referring facility will request and activate a response and transport by an air ambulance provider. If the patient's condition is not as time sensitive or if the air medical provider is unable to respond, it is necessary to acquire transport from an appropriately equipped and staffed ground CCT unit. The Contractor is responsible to ensure that Imperial County healthcare providers have access to CCT services.

**a) Minimum Requirements— Critical Care Transport services**

At a minimum, the Contractor shall:

- Enter into formal agreements with organizations providing CCT services to respond to requests for CCT services originating from Imperial County healthcare facilities.

- The Contractor is accountable for the sub-contracting CCT services' performance with the requirements of this RFP, LEMSA policies and procedures, and County regulations.

**b) Higher Levels of Commitment— Critical Care Transport services**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Collaborating with county healthcare facilities to acquire and locate a CCT unit within the county and to have agreements and procedures in place to ensure appropriate staffing and compliance with the performance requirements defined in this RFP.
- The Contractor may elect to acquire and staff the CCT within its own resources and locate the unit within the county to respond to and provide CCT transport services.

**3. Competitive Criterion: Vehicles**

Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Contractor.

**a) Minimum Requirements—Vehicles**

At a minimum, the Contractor shall meet the requirements listed below.

- All ambulances shall meet the standards of Title XIII, California Code of Regulations.
- Ambulance vehicles used in providing contract services shall bear the markings of the County logo and "Imperial County Emergency Medical Services" in at least four (4) inch letters on both sides. Such vehicles shall display the "9-1-1" emergency telephone number and state the level of service, "Paramedic Unit," on both sides.
- Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 9-1-1 or any other advertisement.
- Overall design, color, and lettering are subject to the approval of the Contract Administrator.
- Proposer shall describe the ambulance and supervisory vehicles to be utilized for the services covered under the Agreement.
- Ambulance replacement shall occur on a regular schedule and the Proposer shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System.
- Each ambulance shall be equipped with GPS route navigation capabilities.



**b) Higher Levels of Commitment—Vehicles**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Documenting the type, age, mileage, and configuration of the ambulance fleet and supervisory vehicles; and
- Installing equipment and selecting vehicles that provide innovations for safety, specialized transport capabilities, reduced environmental impact, etc.

**4. Competitive Criterion: Equipment**

Acquisition and maintenance of all equipment including parts, supplies, spare parts, and costs of extended maintenance agreements shall be the responsibility of the Contractor.

**a) Minimum Requirements—Equipment**

Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment will meet or exceed the minimum requirements of LEMSA's Ambulance Equipment and Supply List. A listing of the required on-board equipment, medical equipment, and supplies can be found on LEMSA's website.

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

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

- Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission;
- Subject the Contractor to a \$500.00 penalty; and
- The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. LEMSA may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.

**b) Higher Levels of Commitment—Equipment**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Providing equipment or technologies above that required by the minimum equipment list. These additional items may include advances in clinical care capabilities, opportunities for increasing safety for crewmembers and patients,

and items to increase ease of work, improve efficiency or make efforts more effective.

## **5. Competitive Criterion: Vehicle and Equipment Maintenance**

### **a) Minimum Requirements—Vehicle and Equipment Maintenance**

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

The appearance of ambulances and equipment impact customers' perceptions of the services provided. Therefore, LEMSA requires the Ambulances and equipment that have defects, even if only cosmetic damage, be removed from service for repair without undue delay.

Contractor must ensure an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system.

All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties, shall be at the Contractor's expense.

### **b) Higher Levels of Commitment—Vehicle and Equipment Maintenance**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- Proposer offers to exceed the maintenance standard as outlined in the Standards—Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance services; and/or
- The Proposer describes how it will exceed minimum requirements for the testing, monitoring, maintaining, and retaining documentation for all bio-medical equipment such as complying with the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or equivalent standard.

## 6. Competitive Criterion: Deployment Planning

The Contractor will be expected to work continuously to refine and improve its coverage and deployment plans throughout the term of the Agreement. All plan modifications will be at Contractor's sole discretion and expense.

### a) Minimum Requirements—Deployment Planning

Contractor shall agree to deploy its ambulances in such a manner to achieve the Response Time requirements. The Contractor shall also commit to modify and adjust its deployment strategies in the event that Response Time performance is not complying with the standards or if it is identified that there are areas of the County which are chronically experiencing delayed responses.

The Proposer shall describe its methods and initial deployment plans for Imperial County. A description of the methodology used by the organization to monitor and modify its plans will also be documented.

### b) Higher Levels of Commitment—Deployment Planning

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- The Proposer describing sophisticated processes it has developed or used to achieve exemplary Response Time performance; and/or
- The identification and use of technologies or managerial processes to enhance Response Time performance.

## C. Personnel

LEMSA recognizes that those employed in the Imperial County EMS system ultimately determine the effectiveness and quality of the service. Proposers are encouraged to focus on employees especially as it pertains to safety, workload, advancement opportunities, and compensation.

### 1. Competitive Criterion: Field Supervision

LEMSA recognizes the Contractor's need to ensure adequate supervision of its personnel and the delegation of authority to address day-to-day operational needs. LEMSA also desires that these personnel and operational supervisory responsibilities do not displace the Contractor's provision of direct clinical supervision of the Contractor's caregivers.

#### a) Minimum Requirements—Field Supervision

Contractor shall provide 24-hours a day on-duty supervisory coverage within Imperial County. An on-duty employee or officer must be authorized and capable to act on behalf of the Contractor in all operational matters.

The Proposers shall also specifically describe how its Supervisors are able to monitor, evaluate, and improve the clinical care provided by the Contractor's personnel and to ensure that on-duty employees are operating in a professional and competent manner.

All field supervisory level staff will have successfully completed ICS 100, 200, 300 & 400, NIMS 700 & 800.

**b) Higher Levels of Commitment—Field Supervision**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- The provision of a dedicated supervisor and vehicle for Imperial County coverage;
- Specialized training for supervisors;
- Exemplary qualification requirements; and
- Other defined activities to support and supervise field personnel.

**2. Competitive Criterion: Work Schedules**

This is a performance-based Agreement and Contractor is encouraged to be creative in delivering services. Contractor is expected to support employees by employing reasonable work schedules and conditions.

**a) Minimum Requirements—Work Schedules**

LEMSA emphasizes that the Contractor is responsible for conducting the employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement ultimately executed by Contractor. LEMSA will not otherwise involve itself in Contractor's management/employee relationships.

Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. To mitigate fatigue and safety concerns, Contractor's paramedics and EMTs working on an emergency ambulance or as a field supervisor should work reasonable schedules to ensure that potential fatigue and the resulting safety issues are reduced.

Proposer shall describe its policies and procedures used to monitor employee fatigue and impairment.

**b) Higher Levels of Commitment—Work Schedules**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to:

- The delineation of monitoring mechanisms, procedures, and policies designed to ensure that employees are not overworked or expected to work for

extended time periods that may cause fatigue and impair the employee's ability to perform safely and appropriately.

### **3. Competitive Criterion: Internal Risk Management/Loss Control Program**

Education and aggressive prevention of conditions in which accidents occur are the best mechanism to avoid injuries to Contractor staff and Patients.

#### **a) Minimum Requirements—Risk Management**

LEMSA requires Contractor to implement an aggressive health, safety, and loss mitigation program including, at a minimum:

- Pre-screening of potential employees (including drug testing);
- Initial and on-going driver training;
- Lifting technique training;
- Review current information related to medical device FDA reportable events, recall, equipment failure, accidents; and
- Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues.

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

- Gathering data on ALL incidents that occur among the Contractor's workforce;
- Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
- Gather safety information as required by law;
- Implement training and corrective action on safety related incidents, as required by law; and
- Provide safe equipment and vehicles.

Proposer shall describe its risk management program.

#### **b) Higher Levels of Commitment—Risk Management**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

- Implementation of a comprehensive safety and risk management plan that involves employees, analyzes processes, monitors safety activities, and incorporates all processes into policies, procedures, training programs designed to enhance safety for the workforce and patients.

### **4. Competitive Criterion: Workforce Engagement**

An experienced, highly skilled, well rested, and satisfied workforce is essential to the provision of high quality EMS services. Proposers are encouraged to meet with current

system employees (and, if the Contractor's workforce is unionized, their labor representatives) prior to submitting proposals.

**a) Minimum Requirements—Workforce Engagement**

At a minimum, the Proposer shall describe and document the following:

- Describe the organization's method for providing system and individual performance feedback to employees.
- Describe the organization's mechanism for involving front line employees in quality and performance improvement projects.
- Describe the credentialing requirements for the employees including but not limited to EMT's, paramedics, dispatchers, billers, and mechanics.
- Describe the methods to assess, maintain, and develop new skills for employees in the workforce.
- 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.
- 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.
- Impaired providers present a significant safety risk for patients, partners, and others in the community. Proposers should describe their commitment to ensuring that providers are free from the influence of alcohol and intoxicating drugs.

**b) Higher Levels of Commitment— Workforce Engagement**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to the following:

- 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.
- The method used by the organization for two-way communication between front line employees and the leadership team.
- The organization's mechanism for encouraging, gathering, providing feedback on and acting on employee improvement suggestions.
- The development of a career ladder and professional development process for members of the workforce. Include a description of the succession plan for key positions.

## D. Management

### 1. Competitive Criterion: Key Personnel

#### a) Minimum Requirements—Key Personnel

Proposers shall identify the individuals who will fill the key leadership positions for Imperial County. Provide resumes for the individuals. If the positions have not been filled for Imperial County, provide the job descriptions that will be used for the positions that include minimum qualifications and scope of responsibilities.

Identify out-of-county leadership personnel who will be actively involved in the Imperial County operations, if applicable. Include their resumes, qualifications, and scope of responsibilities.

#### b) Higher Levels of Commitment—Key Personnel

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

- Provision of on-going training for key managers and development programs for EMS managers and supervisors offered to those personnel at no cost. While there is no specific program regarding the exact content of the development program, managers should receive training similar to the content provided in the American Ambulance Association's Ambulance Service Manager Certificate Program (or equivalent).
- Stability of the Contractor's leadership team directly correlates with the continuation of the performance of the EMS system. The Proposer may describe how it will ensure continuity and reduce managerial turnover in the system.

## E. EMS System and Community

### 1. Competitive Criterion: Palo Verde/Northwest area

The Palo Verde/Northwest (PV/NW) area (previously Zone 4) of Imperial County is designated as a level of effort area due to the significantly low call volume. Imperial County Fire Department has a station with first responders located in Palo Verde. The area was previously serviced by an AMR ambulance from Blythe, CA. It is the County's expectation through this procurement process that ambulance transport services continue to be available to the patients from this area.

The successful bidder will retain ultimate responsibility for the PV/NW ambulance transports with respect to the level of effort performance standards contained herein and in its resulting Agreement with the County.

**a) Minimum Requirements—Palo Verde/Northwest area**

The PV/NW area within Imperial County is included in the EOA and the Contractor will be responsible for complying with all performance requirements included in this RFP and the resulting Agreement excluding response time requirements. The area can be served as a level of effort. At a minimum, the Proposer will agree to negotiate in good faith with and execute a sub-contract for PV/NW to provide ambulance service in the Contractor's EOA.

Proposers shall describe in detail how they intend to address the Minimum Requirements listed above, to include its targeted response times.

**b) Higher Level of Commitment—Palo Verde/Northwest area**

As a higher commitment level, the Proposer may demonstrate a higher level commitment to the PV/NW area such as:

1. The Contractor locating an ambulance in the PV/NW area and directly servicing transport requests.
2. Contractor collaborating with the Imperial County Fire Department in developing transport strategies.
3. Contractor implementing a community paramedic program for the PV/NW area, and subsequently, directly providing or contracting for transport services.

All bidders shall include in their proposal their commitment to service the PV/NW area. Any ambulance subcontractor agreement must be approved by LEMSA prior to its going into effect.

**2. Competitive Criterion: Supporting Improvement in the First Response System**

The EMS system in Imperial County is a collaboration among numerous related and unrelated agencies, which are dependent on one another to assure positive outcomes for the individuals being served. LEMSA's goals regarding this collaborative system include:

1. To provide a seamless handoff of patients by first responders to the emergency ambulance service; and
2. To achieve the prevailing industry standard with respect to the provision of training to first responders.

The emergency ambulance service is the main "player" within the pre-hospital EMS system that is concerned with the provision of emergency medical services to people who are seriously injured or ill. As a result, the ambulance service provider has, in most communities, emerged as the organization charged with facilitating ongoing EMS training within the EMS system. This is a cost of doing business recognized by ambulance providers across the country and the only practical source of such training in most communities. It is also the



logical source for such training, because the ambulance provider is the entity with a direct role in the most EMS responses in the County.

LEMMA and the County desire to increase collaboration between the first responders and the ambulance service. This increased collaboration may take many forms including formal agreements or combined work and training activities. The Proposers are not expected to negotiate formal agreements with other EMS participants prior to the award of the Agreement. If a Proposer proposes to commit to a collaborative arrangement as described in this section, it is only necessary to state that commitment and describe the terms on which the Proposer is willing to collaborate in the Proposal.

**a) Minimum Requirements—First Response System**

Each Proposer must commit to:

- Exercise its best, good faith efforts to maintain positive working relationships with all first response agencies across the County;
- Make continuing EMS education services available without cost to all first responders across the County at the level prevailing in the industry;
- Restock at the Contractor's cost basic life support supplies utilized on a one-for-one basis, based on utilization on calls by first response agencies;
- Provide internship opportunities for EMT students, giving preference to students from training programs located in Imperial County; and
- Contractor shall designate from among its employees a single individual as its contact person/liaison for the First Response agencies.

Proposers shall describe in detail how they intend to address the Minimum Requirements listed above.

**b) Higher Level of Commitment—First Response System**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

Proposers may propose strategies to strengthen the collaborative interface between the Contractor and first responders and to improve the quality and efficiency of the EMS response system through support for first responders and other agencies integral to the provision of emergency services. Examples of possible strategies include:

1. Co-location/shared stations.
2. Shared medical direction.
3. Assisting First Responder agencies in billing for their services.
4. Group purchasing arrangements that may allow First Responder agencies to acquire medical equipment and non-exchanged supplies at a lower cost.
5. Collaborative training programs.
6. Collaborative strategies to address call surges, including possible coordination of responses during MCI and other disaster events.

7. Coordination between or collaborative continuous quality improvement programming.
8. Coordination of public education initiatives and programming.
9. Coordination of injury and illness prevention programs.
10. Collaborative fleet maintenance activities.
11. Collaborative public information services.
12. Proposers may propose other reasonable achievable strategies to be undertaken at the Contractor's expense, which would be likely to materially expand or enhance the capacity of first responder agencies to provide services more effectively or economically.

It is recognized that some of the suggestions for a "higher level of commitment" in connection with this Competitive Criterion "Supporting Improvement in the First Response System" may be relevant to a Proposer's response to other Competitive Criteria or to certain Core Requirements. As noted above, information provided in response to other requirements or criteria cannot be taken into account when rating the Proposer's response to this Competitive Criterion. Proposers desiring to offer a higher level of commitment in response to this Competitive Criterion should set forth here a comprehensive description of the collaborative working relationship they intend to offer to local first responder agencies, including a description of each of the specific components and commitments, which the Proposer is offering.

### **3. Competitive Criterion: Health Status Improvement and Community Education**

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

#### **a) Minimum Requirements—Community Education**

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

Proposers shall describe their planned community education program.

**b) Higher Level of Commitment—Health Status Improvement and Community Education**

Examples of ways in which a Proposer may demonstrate a higher level of commitment in this area may include but are not limited to those described below.

- 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. Contractor may collaborate with LEMSA and public health officials to develop and facilitate EMT training programs, internships and related opportunities for Imperial County residents from racial/ethnic and income groups that are underrepresented among health and emergency medical professionals.
- Proposer may offer to undertake projects that shall demonstrably improve the health status in the community. Health status improvement programs targeted to “at-risk populations” may include but are not limited to: seat belt use, child safety seat use, bike safety program, participation in NHTSA Safe Communities Program, 9-1-1 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety program, and home hazard inspection program.
- The impact of health status improvement projects should be statistically demonstrable. For example, this includes selecting indicators that can be used to measure the process and outcomes of an intervention strategy for health improvement, collecting and analyzing data on those indicators, and making the results available to the community to inform assessments of the effectiveness of an intervention and the contributions of participating entities.

Steps in the health improvement projects may include:

- Analyzing the community’s health issues
- Inventorying resources
- Developing a health improvement strategy
- Establishing accountability for activities
- Monitoring process and outcomes

Contractor may seek external grant funding for health status improvement projects.

## **SECTION VI. BUDGET AND PRICING DOCUMENTATION**

### **A. Minimum Requirement—Pro Forma Budgets**

The Proposer is required to complete a pro forma budget for the first three (3) years of operation under the Agreement. The template for the pro forma budgets is included in Appendix 7.

THE ONE (1) ORIGINAL AND THREE (3) COPIES OF THE PRO FORMA BUDGET MUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE MARKED "BUDGETS."

### **B. Pricing**

The Proposer is required to complete and sign the Price Sheet Form. The Price Sheet Form is included in Appendix 11.

THREE COPIES OF COMPLETED PRICE SHEET REQUIRED IN THIS SECTION MUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE MARKED "PRICE SHEET."

### **C. Financial Statements**

As stipulated in Section III.E.1-2, three years of financial statements and the most recent fiscal year's audited financial statements are submitted separately.

ONE COPY OF THE FINANCIAL STATEMENTS AND AUDITED FINANCIAL STATEMENTS MUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE MARKED "FINANCIAL STATEMENTS."

# **Appendix 1**

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# Appendix 1

## Mandatory Table of Contents

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**C. References** (Form in Appendix 8-Exhibit C)

**D. Investigative Authorization-Individual** (Form in Appendix 8-Exhibit D)

**E. Investigative Authorization-Entity** (Form in Appendix 8-Exhibit E)

### SECTION IX. QUALIFICATION REQUIREMENTS

#### A. Organizational Disclosures

1. Organizational ownership and legal structure

(1) Supporting documentation required.

2. Continuity of business

(1) Supporting documentation required.

3. Licenses and permits

(1) Supporting documentation required.

**4. Government investigations**

**(1) Supporting documentation required (May be in electronic format).**

**5. Litigation**

**(1) Supporting documentation required. (May be in electronic format)**

**B. EXPERIENCE AS SOLE PROVIDER**

**1. Comparable experience**

**(1) Supporting documentation required.**

**2. Government contracts**

**(1) Supporting documentation required.**

**3. Contract Compliance**

**(1) Supporting documentation required.**

**C. Demonstrated Response Time Performance**

**(1) Supporting documentation required.**

**D. Demonstrated High Level Clinical Care**

**(1) Supporting documentation required.**

**E. Financial Strength and Stability**

**1. Financial Statements**

**(1) Supporting documentation required. (Separate sealed envelope labeled "Financial Statements")**

**2. Audited Statements**

**(1) Supporting documentation required. (Separate sealed envelope labeled "Financial Statements")**

**3. Financial Commitments**

**(1) Supporting documentation required.**

**4. Working Capital**

**(1) Supporting documentation required.**

**5. Performance Security**

**(1) Supporting documentation required.**

**6. Financial Interests**

**(1) Supporting documentation required.**

## **SECTION X. CORE REQUIREMENTS**

### **A. Contractor's Functional Responsibilities**

**1. Basic Services**

**2. Services Description**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.A. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.A. (1.-2.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <i>Exceptions:</i>



## B. Clinical

### 1. Clinical Overview

### 2. Medical Oversight

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.B. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.B. (1.-2.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <i>Exceptions:</i>

### 3. Minimum Clinical Levels and Staffing Requirements

**(1) Supporting narrative and/or documentation required.**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.B.3.
_____ Proposer takes exception to provisions contained in Section IV.B.3 as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <i>Exceptions:</i>

## C. Operations

### 1. Operations Overview

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.1. (a.-d.)
_____ Proposer takes exception to provisions contained in Section IV.C.1. (a.-d.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

### 2. Transport Requirement and Limitations

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.2. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.C.2. (a.-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

### 3. Response time Performance Requirements

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.3. (a.-c.)
_____ Proposer takes exception to provisions contained in Section IV.C.3. (a.-c.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

### 4. Notification of Delays for Non-emergency Responses

**5. Response Time Measurement Methodology**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.4 and IV.C.5. (a.-i.)
_____ Proposer takes exception to provisions contained in Section IV.C.4 and IV.C.5. (a.-i.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**6. Response Time Exceptions and Exception Requests**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.6. (a.-c.)
_____ Proposer takes exception to provisions contained in Section IV.C.6. (a.-c.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**7. Response Time Performance Reporting Procedures and Penalty Provisions**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C.7. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.C.7. (a.-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**8. Fleet Requirement**

**9. Coverage and Dedicated Ambulances, Use of Stations/Posts**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.C. (8.-9.)
_____ Proposer takes exception to provisions contained in Section IV. C. (8.-9.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**D. Personnel****1. Treatment of Incumbent Work Force**

<b><u>(1) Supporting narrative and/or documentation required.</u></b>
-----------------------------------------------------------------------

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.1.
_____ Proposer takes exception to provisions contained in Section IV. D.1. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**2. Character, Competence and Professionalism of Personnel****3. Internal Health and Safety Programs****4. Evolving OSHA & Other Regulatory Requirements**

**5. Discrimination Not Allowed**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.D.(2.-5.)
_____ Proposer takes exception to provisions contained in Section IV. D.(2.-5.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**E. Management**

**1. Data and Reporting Requirements**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.E.1. (a.-d.)
_____ Proposer takes exception to provisions contained in Section IV. E.1. (a.-d.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**F. EMS System and Community**

**1. Participation in EMS System Development**

**2. Accreditation**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.F. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.F. (1.-2.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**3. Multi-casualty/Disaster Response****4. Mutual Aid Services**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.F. (3.-4.)
_____ Proposer takes exception to provisions contained in Section IV.F. (3.-4.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**5. Permitted Subcontracting****6. Communities May Contract Directly for Level of Effort**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.F. (5.-6.)
_____ Proposer takes exception to provisions contained in Section IV.F. (5.-6.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**7. Supply Exchange and Restock****8. Handling Service Inquiries and Complaints**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.F. (7.-9.)
_____ Proposer takes exception to provisions contained in Section IV.F. (7.-9.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**G. Administrative Provisions****1. Contractor Support of County Compliance, Contract Management, and Regulatory Activities****2. No Subsidy System**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (1.-2.)
_____ Proposer takes exception to provisions contained in Section IV.G. (1.-2.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**3. Contractor Revenue Recovery**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. 3. (a.-b.)
_____ Proposer takes exception to provisions contained in Section IV.G. 3. (a.-b.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**4. Federal Healthcare Program Compliance Provisions****5. State Compliance Provisions****6. Billing/Collection Services****7. Accounting Procedures****8. County Permit****9. Insurance Provisions.**

<b>(1) <u>Insurance documentation required—See requirement in “Section II.A Submission of Required Insurance Forms”</u></b>
-----------------------------------------------------------------------------------------------------------------------------

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (4.-9.)
_____ Proposer takes exception to provisions contained in Section IV.G. (4.-9.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**10. Hold Harmless / Defense / Indemnification / Taxes / Contributions****11. Performance Security Bond****12. Term of Agreement**



**13. Earned Extension to Agreement****14. Continuous Service Delivery****15. Annual Performance Evaluation**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (10.-15.)
_____ Proposer takes exception to provisions contained in Section IV.G. (10.-15.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**16. Default and Provisions for Termination of the Agreement****17. Termination****18. Emergency Takeover****19. Transition Planning****20. LEMSA's Remedies****21. Provisions for Curing Material Breach and Emergency Take Over****22. "Lame duck" Provisions**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G. (16.-22.)
_____ Proposer takes exception to provisions contained in Section IV.G. (16.-23.). as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**23. General Provisions**

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G.24 (a.-o.)
_____ Proposer takes exception to provisions contained in Section IV.G.24. (a.-o.) as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**SECTION XI. COMPETITIVE CRITERIA****A. Clinical****1. Competitive Criterion: Quality Improvement****a) Minimum Requirements—Demonstrable Progressive Clinical Quality Improvement**

(1) <b><u>Supporting narrative and/or documentation required.</u></b>
-----------------------------------------------------------------------

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.1.a.
_____ Proposer takes exception to provisions contained in Section V.A.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**b) Higher Levels of Commitment—Quality Management**

(1) <b><u>Supporting narrative and/or documentation required.</u></b>
-----------------------------------------------------------------------

## 2. Competitive Criterion: Clinical and Operational Benchmarking

### a) Minimum Requirements—Clinical and Operational Benchmarking

(1) Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.2.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### b) Higher Levels of Commitment—Clinical and Operational Benchmarking

(1) Supporting narrative and/or documentation required.

## 3. Competitive Criterion: Dedicated Clinical Oversight Personnel

### a) Minimum Requirements—Clinical Leadership Personnel

(1) Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.3.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### b) Higher Levels of Commitment—Clinical Leadership Personnel

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

#### 4. Competitive Criterion: Medical Direction

##### a) Minimum Requirements—Medical Direction

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

Attestation:
--------------

_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.4.a.
--------------------------------------------------------------------------------------------------------------------------------------------------

_____ Proposer takes exception to provisions contained in Section V.A.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.
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<u>Exceptions:</u>
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##### b) Higher Levels of Commitment—Medical Direction

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

#### 5. Competitive Criteria: Focus on Patients and Other Customers

##### a) Minimum Requirements— Focus on Patients and Other Customers

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

Attestation:
--------------

_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.5.a.
--------------------------------------------------------------------------------------------------------------------------------------------------

_____ Proposer takes exception to provisions contained in Section V.A.5.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.
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<u>Exceptions:</u>
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##### b) Higher Levels of Commitment— Focus on Patients and Other Customers

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

## 6. Competitive Criterion: Continuing Education Program Requirements

### a) Minimum Requirements—Continuing Education

(1) **Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.A.6.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.A.6.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### b) Higher Levels of Commitment— Continuing Education

(1) **Supporting narrative and/or documentation required.**

## B. Operations

### 1. Competitive Criterion: Dispatch and Communications

#### a) Minimum Requirements— Dispatch and Communications

(1) **Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.1.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.B.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### b) Higher Levels of Commitment— Dispatch and Communications

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

## 2. Competitive Criterion: Critical Care Transport Services

### a) Minimum Requirements— Critical Care Transport Services

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

Attestation:
--------------

_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.2.a.
--------------------------------------------------------------------------------------------------------------------------------------------------

_____ Proposer takes exception to provisions contained in Section V.B.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Exceptions:

### b) Higher Levels of Commitment— Critical Care Transport Services

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

## 3. Competitive Criterion: Vehicles

### a) Minimum Requirements—Vehicles

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

Attestation:
--------------

_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.3.a.
--------------------------------------------------------------------------------------------------------------------------------------------------

_____ Proposer takes exception to provisions contained in Section V.B.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.
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Exceptions:

### b) Higher Levels of Commitment— Vehicles

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

#### 4. Competitive Criterion: Equipment

##### a) Minimum Requirements—Equipment

(1) **Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.4.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.B.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

##### b) Higher Levels of Commitment— Equipment

(1) **Supporting narrative and/or documentation required.**

#### 5. Competitive Criterion: Vehicle and Equipment Maintenance

##### a) Minimum Requirements— Vehicle and Equipment Maintenance

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.5.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.B.5.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

##### b) Higher Levels of Commitment— Vehicle and Equipment Maintenance

(1) **Supporting narrative and/or documentation required.**

## 6. Competitive Criterion: Deployment Planning

### a) Minimum Requirements— Deployment Planning

(1) Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.B.6.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.B.6.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

### b) Higher Levels of Commitment— Deployment Planning

(1) Supporting narrative and/or documentation required.

## C. Personnel

### 1. Competitive Criterion: Field Supervision

#### a) Minimum Requirements— Field Supervision

(1) Supporting narrative and/or documentation required.

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.1.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.C.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

#### b) Higher Levels of Commitment— Field Supervision



(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

## 2. Competitive Criterion: Work Schedules

### a) Minimum Requirements— Work Schedules

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

Attestation:
--------------

_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.2.a.
--------------------------------------------------------------------------------------------------------------------------------------------------

_____ Proposer takes exception to provisions contained in Section V.C.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.
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<u>Exceptions:</u>
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### b) Higher Levels of Commitment— Work Schedules

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

## 3. Competitive Criterion: Internal Risk Management/Loss Control Program

### a) Minimum Requirements—Risk Management

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

Attestation:
--------------

_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.3.a.
--------------------------------------------------------------------------------------------------------------------------------------------------

_____ Proposer takes exception to provisions contained in Section V.C.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.
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<u>Exceptions:</u>
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### b) Higher Levels of Commitment— Risk Management

(1) <u>Supporting narrative and/or documentation required.</u>
----------------------------------------------------------------

#### 4. Competitive Criterion: Workforce Engagement

##### a) Minimum Requirements— Workforce Engagement

(1) **Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.C.4.a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.C.4.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

##### b) Higher Levels of Commitment— Workforce Engagement

(1) **Supporting narrative and/or documentation required.**

### D. Management

#### 1. Key Personnel

##### a) Minimum Requirements—Key Personnel

(1) **Supporting narrative and/or documentation required.**

Attestation:

\_\_\_\_\_ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.D.1 .a.

\_\_\_\_\_ Proposer takes exception to provisions contained in Section V.D.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.

Exceptions:

##### b) Higher Levels of Commitment—Key Personnel

(1) <b><u>Supporting narrative and/or documentation required.</u></b>
-----------------------------------------------------------------------

## E. EMS System and Community

### 1. Palo Verde/Northwest Area

#### a) Minimum Requirements—Palo Verde/Northwest area

(1) <b><u>Supporting narrative and/or documentation required.</u></b>
-----------------------------------------------------------------------

Attestation:
--------------

_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.E.1.a.
--------------------------------------------------------------------------------------------------------------------------------------------------

_____ Proposer takes exception to provisions contained in Section V.E.1.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.
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<u>Exceptions:</u>
--------------------

#### b) Higher Levels of Commitment— Palo Verde/Northwest area

(1) <b><u>Supporting narrative and/or documentation required.</u></b>
-----------------------------------------------------------------------

### 2. Supporting Improvement in the First Response System

#### a) Minimum Requirements—First Response System

(1) <b><u>Supporting narrative and/or documentation required.</u></b>
-----------------------------------------------------------------------

Attestation:
--------------

_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.E.2.a.
--------------------------------------------------------------------------------------------------------------------------------------------------

_____ Proposer takes exception to provisions contained in Section V.E.2.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification.
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<u>Exceptions:</u>
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**b) Higher Levels of Commitment—First Response System**

(1) Supporting narrative and/or documentation required.

**3. Health Status Improvement and Community Education**

**a) Minimum Requirements—Community Education**

(1) Supporting narrative and/or documentation required.

Attestation:
_____ Proposer understands and agrees to comply without qualification to provisions, requirements, and commitments contained in Section V.E.3.a.
_____ Proposer takes exception to provisions contained in Section V.E.3.a. as delineated below. Proposer recognizes that taking exception with any provision of the Core Requirements may result in finding that the Proposal is unresponsive and result in disqualification. <u>Exceptions:</u>

**b) Higher Levels of Commitment—Health Status Improvement and Community Education**

(1) Supporting narrative and/or documentation required.

## SEPARATE SUBMISSIONS: FINANCIAL AND PRICING DOCUMENTATION

### THREE SEPARATELY SEALED ENVELOPES

#### Envelope One: Labeled “Budgets” **3 Copies** (Template in Appendix 7)

Complete the Pro Forma Budgets (Section II.E.3) for the first three years and include in envelope labeled “Budgets.”

(2) Three copies of completed forms must be included in the separately sealed envelope labeled “Budgets”

#### F. Envelope Two: Labeled “Financial Statements” **1 Copy**

Insert the required Financial Statements for the last three years and the audited financial statements for the most recent fiscal year.

(1) One copy of the financial statements and audited financial statements must be included in the separately sealed envelope labeled “Financial Statements”

#### G. Envelope Three: Labeled “Price Sheet” **3 Copies** (Form in Appendix 11)

(1) Three copies of the completed form must be included in the separately sealed envelope labeled “Price Sheet”

## **Appendix 2**

**COUNTY  
AMBULANCE  
ORDINANCE**

**AN ORDINANCE ESTABLISHING COUNTY OF IMPERIAL ORDINANCES CHAPTER 8.08  
RELATING TO AMBULANCE PERMITS.**

**ORDINANCE NO. 1500**

The Board of Supervisors of the County of Imperial, State of California, ordains as follows:

**SECTION 1: Imperial County Codified Ordinance 8.08, entitled "Ambulance Permits" is hereby established to read as follows:**

**"Chapter 8.08**

**AMBULANCE PERMITS**

- 8.08.010 Findings**
- 8.08.020 Definitions**
- 8.08.030 Permit required**
- 8.08.040 Exemptions**
- 8.08.050 Exclusive Operating Areas**
- 8.08.060 Establishment of Exclusive Operating Areas Not Required**
- 8.08.070 Violations**

**8.08.010 Findings**

The Imperial County Board of Supervisors finds the following:

- A. The County of Imperial has established an emergency medical system pursuant to Health and Safety Code section 1797.200, *et seq.* and is required to ensure that the emergency medical system contains an organized pattern of readiness and response services.
- B. The use of public and private agreements and operational procedures as provided for in Health and Safety Code section 1797.204 will assist the County of Imperial in achieving the required organized pattern of readiness and response services.
- C. Operational procedures, including protocols, policies, and guidelines setting forth minimum requirements for the permitting of ambulance service providers will assist in providing the

organization and resources required to maintain an emergency medical system that meets the health and safety needs of the citizens of Imperial County.

**8.08.020 Definitions**

As used in this chapter the following terms are defined as:

A. "Ambulance" means any motor vehicle used to respond to emergency calls that is specifically designed, constructed, modified, equipped, or arranged and operated for the purpose of transporting patients requiring immediate or ongoing medical services.

B. "Ambulance service provider" means any provider of air and ground ambulances, including basic life support, advanced life support and critical care transport vehicles.

C. "Exclusive Operating Area ("EOA")" means an Emergency Medical Services area or subarea defined by the Imperial County emergency medical services plan for which the Imperial County local EMS agency, upon the recommendation of the County of Imperial, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support, as defined in Health & Safety Code Section 1797.85.

D. "Permit" means an ambulance service provider permit which authorizes persons to provide ambulance services in Imperial County. A permit shall not be valid or be issued unless a current ambulance service provider agreement for the level and type of service to be provided has been executed.

E. "Person" means a natural person, firm, corporation, or other legally recognized entity.

**8.08.030 Authorization required**

A. No person shall furnish, operate, conduct, maintain, or otherwise engage in, or offer, or profess to engage in providing ambulance service in the County unless:

1. The person holds a current ambulance service provider agreement for an EOA; or
2. The person holds a current valid permit in accordance with the Imperial County Emergency Medical Services (EMS) System Plan and Emergency Medical Service protocols, policies, and guidelines.



B. This Chapter shall apply to ambulance service providers, except that (1) it shall not apply to ambulance service providers engaged in the transport of patients where the transport initiated outside Imperial County boundaries for transport into the County and (2) Section 8.08.030 shall not apply to air ambulances.

**8.08.040 Exemptions.**

Ambulance service providers with an Agreement for an EOA operating in Imperial County as of the date of enactment shall be exempt from obtaining a permit until their current ambulance service provider agreement expires, or is terminated by either party.

**8.08.050. Exclusive Operating Areas**

A. The County may, in its discretion, establish one or more EOAs”), as defined in Health and Safety Code Section 1797.85, which may be awarded pursuant to Health and Safety Code Section 1797.224.

B. Ambulance service providers granted an EOA shall have an ambulance service provider agreement with the County setting forth the terms and conditions of service including the level and type of ambulance services to be provided.

C. No permit shall be issued, and no ambulance service provider shall provide service, that violates an existing exclusivity authorized in an EOA.

**8.08.060 Establishment of Exclusive Operating Areas Not Required**

Nothing in this Chapter or in any rule or regulation enacted by the County shall be construed as requiring the County to establish either a competitive or non-competitive EOA.

**8.08.070 Violations**

The following civil and criminal penalties shall apply to violations of this Chapter:

- A. Revocation of the permit; and
- B. The general penalty provisions of Chapter 1.16; and
- C. Any additional penalties provided under all applicable federal and state laws and regulations.


SECTION 2: Imperial County Codified Ordinance 8.02.030 entitled "Emergency medical services fees" is hereby amended to add subsection "D" entitled "Ambulance Service Providers" to read as follows:

Fees Type	Fee/Rate/Conditions
New Permit	Time and material (minimum \$500 deposit)
Permit Renewal	Time and material (minimum \$200 deposit)

SECTION 3: This Ordinance shall take effect and shall be in force sixty (60) days after the date of its adoption and prior to the expiration of fifteen days from the passage thereof shall be published at least once in the Holtville Tribune, a newspaper of general circulation, printed and published in the County of Imperial, State of California, together with the names of the members of the Board of Supervisors voting for and against the same. In addition, notification by first class mail shall be provided all existing and ambulance service providers in the county, provided that the County has notice of the business address of each such provider.

PASSED, ADOPTED, AND APPROVED by the Board of Supervisors of the County of Imperial this 7<sup>th</sup> day of October, 2014.

  
\_\_\_\_\_  
JOHN R. RENISON, Chairman  
Board of Supervisors

ATTEST:   
\_\_\_\_\_  
BLANCA ACOSTA, Clerk of the  
Board of Supervisors, County of Imperial,  
State of California

10/29/14  
10/14 15  
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## Chapter 8.08 - AMBULANCE PERMITS

### Sections:

#### 8.08.010 - Findings.

The Imperial County Board of Supervisors finds the following:

- A. The County of Imperial has established an emergency medical system pursuant to Health and Safety Code section 1797.200, et seq. and is required to ensure that the emergency medical system contains an organized pattern of readiness and response services.
- B. The use of public and private agreements and operational procedures as provided for in Health and Safety Code section 1797.204 will assist the County of Imperial in achieving the required organized pattern of readiness and response services.
- C. Operational procedures, including protocols, policies, and guidelines setting forth minimum requirements for the permitting of ambulance service providers will assist in providing the organization and resources required to maintain an emergency medical system that meets the health and safety needs of the citizens of Imperial County.

(Ord. No. 1500, § 1, 10-7-14)

#### 8.08.020 - Definitions.

As used in this chapter the following terms are defined as:

- A. "Ambulance" means any motor vehicle used to respond to emergency calls that is specifically designed, constructed, modified, equipped, or arranged and operated for the purpose of transporting patients requiring immediate or ongoing medical services.
- B. "Ambulance service provider" means any provider of air and ground ambulances, including basic life support, advanced life support, and critical care transport vehicles.
- C. "Exclusive Operating Area ("EOA")" means an emergency medical services area or subarea defined by the Imperial County emergency medical services plan for which the Imperial County local EMS agency, upon the recommendation of the County of Imperial, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support, as defined in Health and Safety Code section 1797.85.
- D. "Permit" means an ambulance service provider permit, which authorizes persons to provide ambulance services in Imperial County. A permit shall not be valid or be issued unless a current ambulance service provider agreement for the level and type of service to be provided has been executed.
- E. "Person" means a natural person, firm, corporation, or other legally recognized entity.

(Ord. No. 1500, § 1, 10-7-14)

#### 8.08.030 - Authorization required.

- A. No person shall furnish, operate, conduct, maintain, or otherwise engage in, or offer, or profess to engage in providing ambulance service in the county unless:
  1. The person holds a current ambulance service provider agreement for an EOA; or

2. The person holds a current valid permit in accordance with the Imperial County Emergency Medical Services (EMS) System Plan and Emergency Medical Service protocols, policies, and guidelines.
- B. This chapter shall apply to ambulance service providers, except that (1) it shall not apply to ambulance service providers engaged in the transport of patients where the transport initiated outside Imperial County boundaries for transport into the county and (2) Section 8.08.030 shall not apply to air ambulances.

(Ord. No. 1500, § 1, 10-7-14)

8.08.040 - Exemptions.

Ambulance service providers with an agreement for an EOA operating in Imperial County as of the date of enactment shall be exempt from obtaining a permit until their current ambulance service provider agreement expires, or is terminated by either party.

(Ord. No. 1500, § 1, 10-7-14)

8.08.050 - Exclusive operating areas.

- A. The county may, in its discretion, establish one or more EOAs", as defined in Health and Safety Code section 1797.85, which may be awarded pursuant to Health and Safety Code section 1797.224.
- B. Ambulance service providers granted an EOA shall have an ambulance service provider agreement with the county setting forth the terms and conditions of service including the level and type of ambulance services to be provided.
- C. No permit shall be issued, and no ambulance service provider shall provide service, that violates an existing exclusivity authorized in an EOA.

(Ord. No. 1500, § 1, 10-7-14)

8.08.060 - Establishment of exclusive operating areas not required.

Nothing in this chapter or in any rule or regulation enacted by the county shall be construed as requiring the county to establish either a competitive or non-competitive EOA.

(Ord. No. 1500, § 1, 10-7-14)

8.08.070 - Violations.

The following civil and criminal penalties shall apply to violations of this chapter:

- A. Revocation of the permit; and
- B. The general penalty provisions of Chapter 1.16; and
- C. Any additional penalties provided under all applicable federal and state laws and regulations.

(Ord. No. 1500, § 1, 10-7-14)

# **Appendix 3**

**CALL DENSITY  
RESPONSE ZONES**

# Appendix 3

## Call Density Response Zones

**High Call Density (HCD):**

El Centro, City of Imperial, Brawley, Heber

**Medium Call Density (MCD):**

Calipatria, Niland, Holtville, Salton City, Westmorland, the Community of Winterhaven and the Fort-Yuma Quechan Indian Reservation

**Low call density (LCD):** all other areas of the EOA except Palo Verde/Northwest

**Palo Verde/Northwest (PV/NW) area (previous Zone 4)**

*Note: Response times for all Priority calls in PV/NW will be established by mutual agreement of the Contractor and the County due to its geographically isolated area.*

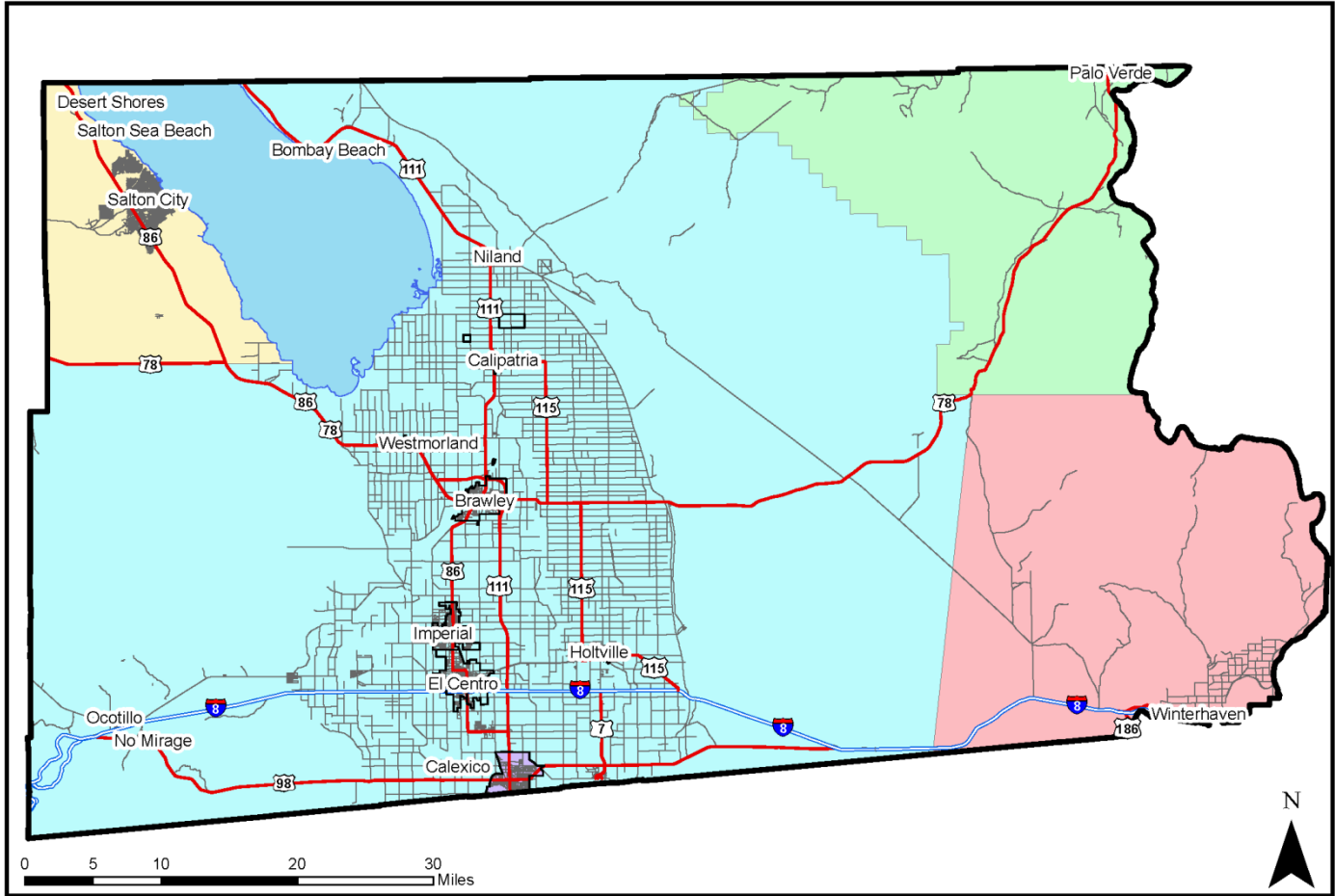
**Call Density Zone Response Time Compliance Requirements -**

Priority Level	Compliance	High Call Density (A)	Medium Call Density (B)	Low Call Density (C)
Priority 1	90%	≤ 10:59	≤ 19:59	≤ 29:59
Priority 2	90%	≤ 12:59	≤ 19:59	≤ 29:59
Priority 3	90%	19:59	≤ 29:59	≤ 29:59
Priority 4	90%	+/- 15 minutes (scheduled) or ≤ 59:59 minutes (unscheduled)	+/- 15 minutes (scheduled) or ≤ 59:59 minutes (unscheduled)	n/a
Critical Care Transport		Defined by Provider CCT Plan	n/a	n/a

# **Appendix 4**

## **COUNTY EOA MAPS**

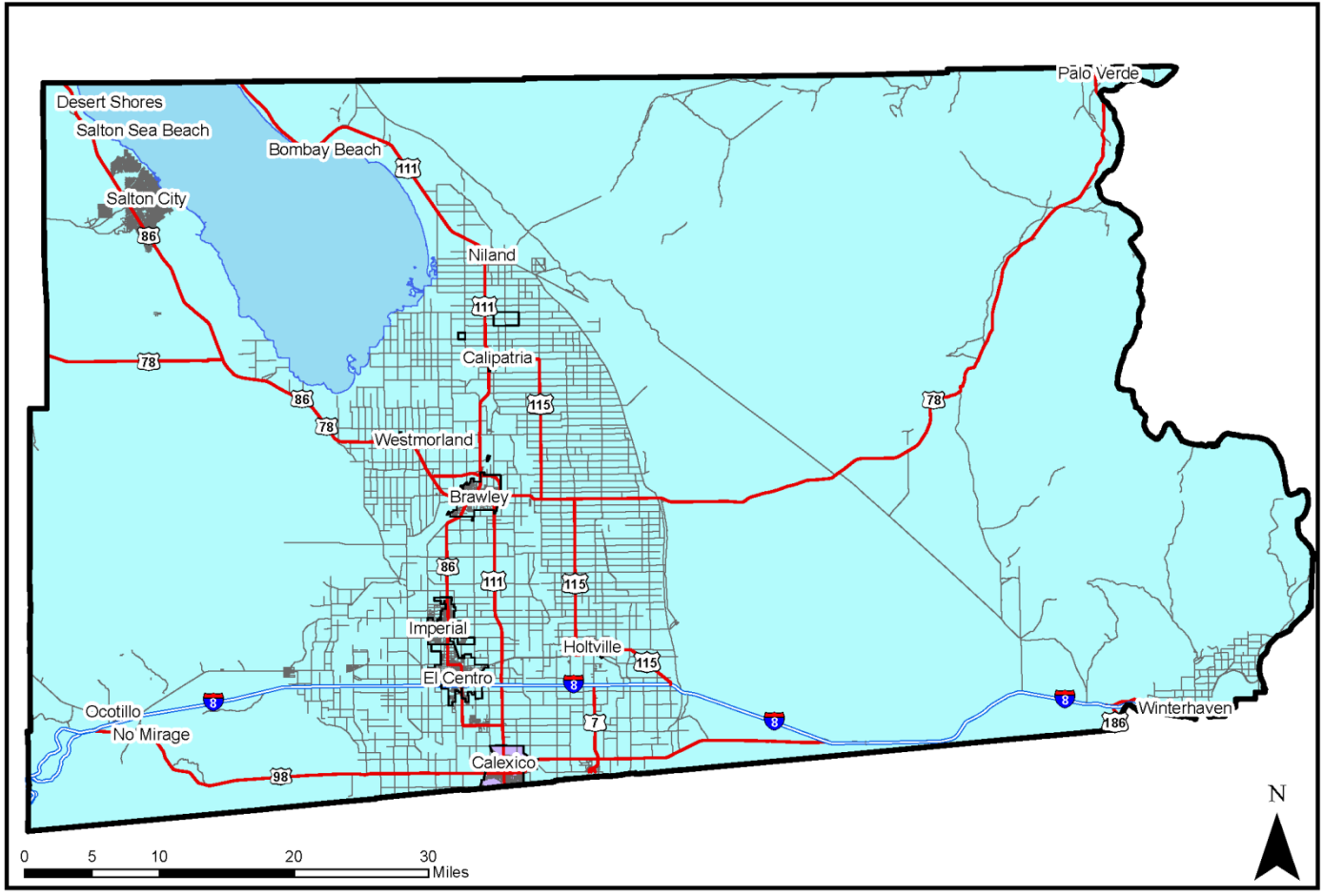
# Appendix 4



## CURRENT AMBULANCE RESPONSE ZONES

- |               |                             |
|---------------|-----------------------------|
| — US Highways | Current Ambulance Districts |
| — Interstate  | Zone 1                      |
| — Roads       | Zone 2                      |
| — Salton Sea  | Zone 3                      |
| □ City Limits | Zone 4                      |
|               | Zone 5                      |





# PROPOSED AMBULANCE RESPONSE ZONES

- US Highways
  - Interstate
  - Roads
  - Salton Sea
  - City Limits
- Proposed Ambulance Districts**
- Zone 1
  - Zone 2

# **Appendix 5**

## **CURRENT AMBULANCE RATES**

## Appendix 5

### Imperial County 2017 Approved Ambulance Rates

Advanced Life Support (ALS) Emergency Base Rate -----	\$1,200
Basic Life Support (BLS) Emergency Base Rate -----	\$748
Basic Life Support (BLS) Non-Emergency Base Rate -----	\$634
Mileage per Loaded Patient Mile-----	\$16
Oxygen-----	\$65
Extra Attendant-----	\$450
Treat with NoTransport-----	\$368
Off-road Vehicle Use Charge -----	\$275

# **Appendix 6**

## **PROCUREMENT TIMELINE**

## APPENDIX 6

### PROCUREMENT TIME LINE

<b>RFP released</b>	<b>15 May 2017</b>
<b>RFP questions submission deadline</b>	<b>25 May</b>
<b>Pre-Proposal Conference</b>	<b>31 May</b>
<b>Issue RFP addenda (if applicable); answers to pre-bid questions</b>	<b>5 June</b>
<b>Proposals due</b>	<b>6 July</b>
<b>Proposer presentations</b>	<b>14 July</b>
<b>Service Agreement to Board of Supervisors</b>	<b>15 August</b>
<b>Services begin</b>	<b>1 January 2018</b>

## **Appendix 7**

### **PRO FORMA BUDGET TEMPLATES**

**APPENDIX 7 – PRO FORMA BUDGET**

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

**PROPOSED ANNUAL OPERATING BUDGET**

Year: \_\_\_\_\_

**ANNUAL REVENUES**

**Patient Charges**

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

**Other, Specify:**

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

**Total Revenue**

\$ \_\_\_\_\_

**NET INCOME**

\$ \_\_\_\_\_

**BASIS FOR PATIENT REVENUE PROJECTIONS:**

Source of Payment	Annual number of transports	Average payment/transport	Annual Revenue
Private		\$	\$
Medi-Cal Only		\$	\$
Medicare/Medi-Cal		\$	\$
Medicare Only		\$	\$
Other: _____		\$	\$
No Payment		\$0.00	\$0.00
<b>TOTAL</b>		<b>\$</b>	<b>\$</b>

## APPENDIX 7 – PRO FORMA BUDGET

**ANNUAL EXPENSES**

**Personnel**

**Paramedics**

Wages \$ \_\_\_\_\_

Benefits \$ \_\_\_\_\_

**EMTs**

Wages \$ \_\_\_\_\_

Benefits \$ \_\_\_\_\_

**Other Personnel**

Wages \$ \_\_\_\_\_

Benefits \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**Vehicles**

Gasoline, oil, tires \$ \_\_\_\_\_

Repair and maintenance \$ \_\_\_\_\_

Depreciation \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**Medical Equipment/Supplies**

Supplies \$ \_\_\_\_\_

Equipment lease/depreciation \$ \_\_\_\_\_

Maintenance & Repair \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**Other**

Rents and leases \$ \_\_\_\_\_

Insurance \$ \_\_\_\_\_

Utilities and telephone \$ \_\_\_\_\_

Office supplies & postage \$ \_\_\_\_\_

Professional Services \$ \_\_\_\_\_

Taxes \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**TOTAL EXPENSES** \$ \_\_\_\_\_



# **Appendix 8**

## **REQUIRED FORMS**

**APPENDIX 8 – EXHIBIT A  
FACE SHEET**

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

This is a proposal to contract with Imperial County EMS Agency to provide emergency medical ground ambulance and secondary PSAP services to persons requesting said service throughout the County of Imperial.

***Through the execution of this form, the proposer certifies that all information and materials contained in its proposal are factual and true.***

**Name of Proposer:** \_\_\_\_\_

**Db:** \_\_\_\_\_

**Type of Organization:**  Corporation  LLC  Partnership  Other \_\_\_\_\_

**Date Founded Or Incorporated:** \_\_\_/\_\_\_/\_\_\_

**Legal Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ **ext.:** \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Federal Tax Identification Number:** \_\_\_\_\_

**Contact person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ **E-Mail:** \_\_\_\_\_ *(required for notification)*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date Submitted:** \_\_\_/\_\_\_/\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**APPENDIX 8 – EXHIBIT B**  
**DEBARMENT AND SUSPENSION CERTIFICATION**

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

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

Does not have a proposed debarment pending; and,

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

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

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

**Proposer Name:** \_\_\_\_\_

**Proposer Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_/\_\_\_/\_\_\_

## APPENDIX 8 - EXHIBIT C CURRENT BUSINESS REFERENCES

**Proposer Name:** \_\_\_\_\_

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

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

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

**Former Business References**

**Proposer Name:** \_\_\_\_\_

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

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

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



## **APPENDIX 8 – EXHIBIT E INVESTIGATIVE RELEASES - ENTITY**

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

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

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

***SIGNATURE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE:***

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Authorized Representative (Printed)

\_\_\_\_\_  
Title

**ACKNOWLEDGMENT**

STATE                    )  
                              ss  
County of                )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public Seal

\_\_\_\_\_  
Commission Expiration Date



## **Appendix 9**

### **INSURANCE REQUIREMENTS**

## Appendix 9

### Insurance Requirements

The successful Proposer shall obtain and maintain in full force and effect throughout the term of the Contract, such insurances as set forth herein. The successful Proposer shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. The successful Proposer shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All subcontractors shall be subject to all of the requirements stated herein. The insurance carrier shall be required to give COUNTY notice of termination at least 30 days prior to the intended termination of any specified policy. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$10,000 without the express written permission of the COUNTY. If CONTRACTOR has a self-insurance retention (SIR), CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR.

The successful Proposer shall provide Certificates of Insurance and endorsements for the following types of insurance, and policies and declarations as requested by County, evidencing such coverage to the County of Imperial, Attn: Health Department, with a copy to the Department of Administrative Services, before the commencement of any work under this Contract.

- 1.1.** CONTRACTOR hereby agrees, at its sole cost and expense, to obtain and maintain in full force during the entire term of this AGREEMENT, and any extended term thereof, the following types of insurance:
  - 1.1.1.** Comprehensive General Liability coverage in the minimum amount of five million dollars (\$5,000,000) combined single limit to any one occurrence ("CSL") and five million dollars (\$5,000,000) aggregate for any one accident, including personal injury, death, and property damage.
  - 1.1.2.** Automobile Liability coverage in a minimum amount of five million dollars (\$5,000,000) combined single limit per person, five million dollars (\$5,000,000) per accident, and one million dollars (\$1,000,000) property coverage including owned, non-owned, leased and hired vehicles.

**1.1.3.** Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR.

**1.1.4.** Professional Liability in the minimum amount of one million dollars (\$1,000,000) per claim and annual aggregate.

**1.1.5.** Employer's Liability in the minimum amount of one million dollars (\$1,000,000) per claim and annual aggregate.

**1.2. Special Insurance Requirements.** All insurance required under Paragraph 14.1 shall:

**1.2.1.** Be procured from an insurer licensed in good standing and authorized to do business in California, maintain an "A.M. Best" rating of "A-" or better, and which is authorized to issue the policies of insurance required herein.

**1.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

**1.2.3.** Name COUNTY as an additional insured on all policies, except Workers Compensation and Professional Liability, and provide that COUNTY may recover for any loss suffered by COUNTY by reason of CONTRACTOR's negligence.

**1.2.4.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the COUNTY. However, CONTRACTOR may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of the COUNTY shall, at the option of the COUNTY, be grounds for termination of this AGREEMENT.

**1.3. Additional Insurance Requirements**

**1.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.

**1.3.2.** *Deposit of Insurance Policy.* Promptly on issuance, reissuance, or renewal of any insurance policy required by this AGREEMENT, the CONTRACTOR shall, if

requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

**1.3.3.** CONTRACTOR agrees to provide COUNTY with complete copies of certificates of insurance for all required coverages including Additional Insured Endorsements and thirty (30) days Notice of Cancellation Clause endorsements. The documents enumerated in this Subparagraph shall be sent to the following:

County of Imperial  
Risk Management Department  
940 Main Street, Ste. 101  
El Centro, CA 92243

And

Imperial County Department of Public Health  
Attn: EMS Manager  
935 Broadway  
El Centro, CA 92243

**1.3.4.** Nothing in this, or any other provision of this AGREEMENT, shall be construed to preclude the CONTRACTOR from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this AGREEMENT.

**1.3.5.** The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

- (a) Includes contractual liability.
- (b) Does not contain a “*pro rata*” provision which looks to limit the insurer’s liability to the total proportion that its policy limits bear to the total coverage available to the insured.
- (c) Does not contain an “excess only” clause which requires the exhaustion of other insurance prior to providing coverage.
- (d) Does not contain an “escape clause” which extinguishes the insurer’s liability if the loss is covered by other insurance.

- (e)** Includes COUNTY as an additional insured.
- (f)** States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

# **Appendix 10**

**STANDARD COUNTY  
CONTRACT**

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**AGREEMENT FOR EMERGENCY AMBULANCE SERVICE**  
**(County Exclusive Operating Area)**

THIS AGREEMENT FOR SERVICES ("AGREEMENT"), made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, by and through its Department of Public Health ("COUNTY"), and \_\_\_\_\_, a \_\_\_\_\_ ("CONTRACTOR") (individually "Party;" collectively, "Parties") shall be as follows:

**RECITALS**

WHEREAS, COUNTY desires to retain a qualified individual, firm, or business entity to provide professional ambulance services within the County Exclusive Operating Area (EOA); and

WHEREAS, CONTRACTOR represents that it is qualified and experienced to perform the services; and

WHEREAS, COUNTY desires to engage CONTRACTOR to provide services by reason of its qualifications and experience for performing such services, and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, COUNTY and CONTRACTOR have and hereby agree to the following:

**1. DEFINITIONS.**

1.1 "Request For Proposal" or "RFP" shall mean that document that describes the Project and Project requirements to prospective bidders entitled "Request for Proposal # \_\_\_\_\_ Operator for Emergency Ambulance Services Exclusive Operating Area," dated \_\_\_\_\_. The RFP is incorporated herein as "Exhibit "A".

1.2 "Proposal" shall mean CONTRACTOR's document entitled "\_\_\_\_\_" dated "\_\_\_\_\_" and submitted to COUNTY's Purchasing Department. The Proposal is incorporated herein as Exhibit "B".

/////  
/////

1 2. **CONTRACT COORDINATION.**

2 2.1. The Imperial County Director of Public Health, or his/her designee, shall be the  
3 representative of COUNTY for all purposes under this AGREEMENT. The Imperial  
4 County Director of Public Health, or his/her designee, is hereby designated as the  
5 Contract Manager for COUNTY. He/she shall supervise the progress and execution of  
6 this AGREEMENT.

7 2.2. CONTRACTOR shall assign a single Contract Manager to have overall responsibility for  
8 the progress and execution of this AGREEMENT. Should circumstances or conditions  
9 subsequent to the execution of this AGREEMENT require a substitute Contract Manager  
10 for any reason, CONTRACTOR shall notify COUNTY in writing within thirty (30) of such  
11 substitution.

12 3. **TERM OF AGREEMENT.**

13 This AGREEMENT shall be effective from January 1, 2018 to December 31, 2022, unless  
14 terminated earlier in accordance with this AGREEMENT.

15 4. **PERFORMANCE AND SERVICES.**

16 The performance and services are those services detailed in the RFP and Proposal. In the event of  
17 a conflict among this Agreement, the RFP, and the Proposal, the RFP shall take precedence over the  
18 Proposal, and the Agreement shall take precedence over both.

19 5. **MEDICAL DIRECTOR.**

20 5.1. The COUNTY's Emergency Medical Services Medical Director shall provide medical  
21 control over CONTRACTOR's operations. The COUNTY's Emergency Medical  
22 Services Medical Director shall receive no compensation or other remuneration, directly or  
23 indirectly, from CONTRACTOR.

24 5.2. In regard to this provision, the functions of the COUNTY's Emergency Medical Services  
25 Medical Director shall include the determination of medical policies, monitoring of  
26 medical aspects of CONTRACTOR's performance, formulation of recommendations for  
27 improving that performance, and enforcement of medically related standards required by  
28 the AGREEMENT or by applicable State regulations.



- 1 6. **APPROVED 9-1-1 EMERGENCY AMBULANCE RATES.**  
2 CONTRACTOR's charges to patients pursuant to this AGREEMENT shall be those as set forth  
3 in the Proposal.
- 4 7. **VEHICLES AND EQUIPMENT.**  
5 CONTRACTOR shall comply with all provisions in the RFP and Proposal related to vehicles and  
6 equipment.
- 7 8. **ACCESS TO RECORDS AND REPORTING REQUIREMENTS.**  
8 CONTRACTOR shall comply with all provisions in the RFP and Proposal related to access to  
9 records and reporting requirements.
- 10 9. **CERTIFICATION AND TRAINING.**  
11 9.1. CONTRACTOR shall comply with all provisions in the RFP and Proposal related to  
12 certification and training.  
13 9.2. CONTRACTOR shall ensure that all of its employees are certified in accordance with  
14 Division 2.5 of the California Health and Safety Code and Title 22 of the California Code  
15 of Regulations and shall retain a record of their certification.  
16 9.3. CONTRACTOR shall ensure that all employees comply with all training requirements as  
17 established by the State of California and all applicable provisions of the Imperial County  
18 EMS Policies /Procedures /Protocols Manual.
- 19 10. **CONFORMITY WITH LAW AND SAFETY.**  
20 CONTRACTOR agrees to comply with all applicable federal, state, and local laws, rules,  
21 regulations and ordinances; and all provisions required thereby to be included herein, are hereby  
22 incorporated by reference.
- 23 11. **NON-DISCRIMINATION.**  
24 11.1. During the performance of this AGREEMENT, CONTRACTOR and its subcontractors  
25 shall not unlawfully discriminate, harass or allow harassment against any employee or  
26 applicant for employment because of:  
27 11.1.1. Age (forty [40] and over);  
28 11.1.2. Ancestry;

- 1 11.1.3. Color;
- 2 11.1.4. Religious creed, including religious dress and grooming practices;
- 3 11.1.5. Denial of family and medical care leave;
- 4 11.1.6. Disability, both mental and physical, including HIV and AIDS;
- 5 11.1.7. Marital status;
- 6 11.1.8. Medical condition, including cancer and genetic characteristics;
- 7 11.1.9. Genetic information;
- 8 11.1.10. Military and veteran status;
- 9 11.1.11. National origin, including language use restrictions;
- 10 11.1.12. Race;
- 11 11.1.13. Sex, which includes pregnancy, childbirth, breastfeeding, and medical
- 12 conditions related to pregnancy, childbirth, or breastfeeding;
- 13 11.1.14. Gender, gender identity, and gender expression; and
- 14 11.1.15. Sexual orientation.
- 15 11.2. CONTRACTOR shall ensure that the evaluation and treatment of its employees and
- 16 applicants for employment and employees and members of the public are free of such
- 17 discrimination.
- 18 11.3. CONTRACTOR shall comply with all provisions of the Fair Employment and Housing
- 19 Act (Government Code §12900, *et seq.*).
- 20 11.4. The applicable regulations of the Fair Employment Housing Commission implementing
- 21 Government Code §12900 set forth in Chapter 5 of Division 4 of Title 2 of the
- 22 California Administrative Code are incorporated into this AGREEMENT by reference
- 23 and made a part hereof as if set forth in full.
- 24 11.5. CONTRACTOR shall abide by the Federal Civil Rights Act of 1964 and all
- 25 amendments thereto, and all administrative rules and regulations issued pursuant to said
- 26 Act.
- 27 11.6. CONTRACTOR shall abide by the Americans with Disabilities Act and all amendments
- 28 thereto, and all administrative rules and regulations issued pursuant to said Act.

1 11.7. CONTRACTOR shall give written notice of its obligations under this Section to labor  
2 organizations with which it has a collective bargain or other agreement.

3 11.8. CONTRACTOR shall include the non-discrimination and compliance provisions of this  
4 Section in all subcontracts to perform work under this AGREEMENT.

5 **12. INDEPENDENT CONTRACTOR.**

6 In all situations and circumstances arising out of the terms and conditions of this AGREEMENT,  
7 CONTRACTOR is an independent contractor, and as an independent contractor, the following shall apply:

8 12.1. CONTRACTOR is not an employee of COUNTY and is only responsible for the  
9 requirements and results specified by this AGREEMENT or any other agreement.

10 12.2. CONTRACTOR shall be responsible to COUNTY only for the requirements and results  
11 specified by this AGREEMENT and except as specifically provided in this AGREEMENT,  
12 shall not be subject to COUNTY's control with respect to the physical actions or activities  
13 of CONTRACTOR in fulfillment of the requirements of this AGREEMENT.

14 12.3. CONTRACTOR is not, and shall not be, entitled to receive from, or through, the  
15 COUNTY, and COUNTY shall not provide, or be obligated to provide, CONTRACTOR  
16 with Worker's Compensation coverage or any other type of employment or worker  
17 insurance or benefit coverage required or provided by any Federal, State or local law or  
18 regulation for, or normally afforded to, an employee of the COUNTY.

19 12.4. CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY  
20 shall not withhold or pay on behalf of CONTRACTOR, any tax or money relating to the  
21 Social Security Old Age Pension Program, Social Security Disability Program, or any other  
22 type of pension, annuity, or disability program required or provided by any Federal, State,  
23 or local law or regulation.

24 12.5. CONTRACTOR shall not be entitled to participate in or receive any benefit from, or make  
25 any claim against, any COUNTY fringe program, including, but not limited to COUNTY's  
26 pension plan, medical and health care plan, dental plan, life insurance plan, or any other  
27 type of benefit program, plan, or coverage designated for, provided to, or offered to  
28 COUNTY's employees.

- 1 12.6. COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State, or  
2 local tax, including but not limited to, any personal income tax owed by CONTRACTOR.  
3 12.7. CONTRACTOR is, and at all times during the term of this AGREEMENT, shall represent  
4 and conduct itself as, an independent contractor, not as an employee of COUNTY.  
5 12.8. CONTRACTOR shall not have the authority, expressed or implied, to act on behalf of,  
6 bind, or obligate the COUNTY in any way without the written consent of COUNTY.  
7 12.9. Without receiving CONTRACTOR's written permission, COUNTY agrees not to hire,  
8 retain, or contract with any employee of CONTRACTOR who performs services for  
9 COUNTY under this AGREEMENT for a period of one year from the date this  
10 AGREEMENT is terminated.

11 **13. RESTRICTED ACTIVITIES.**

- 12 13.1. In regard to every request for a 9-1-1 emergency response, CONTRACTOR shall not  
13 engage in telephone call screening or refusal to transport a patient to the medically  
14 appropriate facility as defined by applicable protocols.  
15 13.2. For responses originating through the 9-1-1 PSAP System, CONTRACTOR shall not  
16 engage in collection of fees until the completion of service.  
17 13.3. CONTRACTOR shall not discourage or prevent any employee from discussion of  
18 Emergency Medical Service System issues, including complaints concerning  
19 CONTRACTOR, with appropriate COUNTY representatives.  
20 13.4. CONTRACTOR shall not provide services that are protected through an exclusive  
21 operating agreement of another ambulance service provider as described in the most  
22 recently adopted Imperial County EMS Plan approved by the Board of Supervisors.  
23 Notwithstanding the above, CONTRACTOR shall provide and request mutual aid pursuant  
24 to the requirements of Subparagraph 4.1.9.

25 **14. INSURANCE.**

26 CONTRACTOR shall comply with all provisions in the RFP and Proposal related to insurance.

27 ////

28 ////

- 1 15. **INDEMNIFICATION.**  
2 15.1. CONTRACTOR shall comply with all provisions in the RFP and Proposal related to  
3 indemnification.  
4 15.2. CONTRACTOR shall indemnify and hold harmless and defend the COUNTY and any and  
5 all of its officers, agents, servants, or employees against any and all claims, loss, damage,  
6 charge or expense, including reasonable attorney's fees, to which the COUNTY or such  
7 officers, agents, servants, or employees may be put or subject to, by reason of any damage,  
8 loss or injury of any kind or nature whatever to persons or property to the extent caused by  
9 the negligent act or action, or any neglect, or failure to act, when under a duty to act, on the  
10 part of CONTRACTOR, or either of them, in its performance hereunder.
- 11 16. **PROTECTION OF PUBLIC HEALTH AND SAFETY.**  
12 16.1. CONTRACTOR shall comply with all provisions in the RFP and Proposal related to  
13 assisting COUNTY in every effort to ensure uninterrupted and continuous service delivery  
14 in the event of a material breach by CONTRACTOR.  
15 16.2. CONTRACTOR shall comply with all provisions in the RFP and Proposal related to multi-  
16 casualty incident/disaster response.
- 17 17. **DISPATCH SERVICES.**  
18 CONTRACTOR shall comply with all provisions in the RFP and Proposal related to dispatch  
19 services.
- 20 18. **ENTIRE AGREEMENT.**  
21 This AGREEMENT contains the entire agreement between the COUNTY and the  
22 CONTRACTOR relating to the transactions contemplated hereby and supersedes all prior or  
23 contemporaneous agreements, understandings, provisions, negotiations, representations, or statements,  
24 either written or oral.
- 25 19. **PARTIAL INVALIDITY.**  
26 If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid,  
27 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
28 impaired or invalidated in any way.

1 **20. RETENTION AND ACCESS OF BOOKS AND RECORDS.**

2 CONTRACTOR shall maintain books, records, documents, reports and other materials developed  
3 under this AGREEMENT as follows:

4 20.1. CONTRACTOR shall maintain all ledgers, books of accounts, invoices, vouchers,  
5 canceled checks, and other records relating to CONTRACTOR's charges for services or  
6 expenditures and disbursements charged to COUNTY for a minimum period of three (3)  
7 years, or for any longer period required by law, from the date of final payment to  
8 CONTRACTOR pursuant to this AGREEMENT.

9 20.2. CONTRACTOR shall maintain all reports, documents and records, which demonstrate  
10 performance under this AGREEMENT for a minimum period of five (5) years, or for any  
11 longer period required by law, from the date of termination or completion of this  
12 AGREEMENT.

13 20.3. Any records or documents required to be maintained by CONTRACTOR pursuant to  
14 this AGREEMENT shall be made available to COUNTY for inspection or audit, at any  
15 time during CONTRACTOR's regular business hours, provided COUNTY provides  
16 CONTRACTOR with seven (7) days advanced written or e-mail notice. Copies of  
17 such documents shall, at no cost to COUNTY, be provided to COUNTY for inspection  
18 at CONTRACTOR's address indicated for receipt of notices under this  
19 AGREEMENT.

20 **21. WAIVER.**

21 No waiver of any breach or of any of the covenants or conditions of this AGREEMENT shall be  
22 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the  
23 same or any other covenant or condition.

24 **22. MATERIAL BREACH AND EMERGENCY TAKEOVER.**

25 CONTRACTOR shall comply with all provisions in the RFP and Proposal related to material  
26 breach and emergency takeover.

27 **23. PROVISION FOR TERMINATION.**

28 CONTRACTOR shall comply with all provisions in the RFP and Proposal related to termination.

1 **24. MODIFICATION.**

2 No modification, waiver, amendment, discharge, or change of this AGREEMENT shall be valid  
3 unless the same is in writing and signed by the party against whom the enforcement of such modification,  
4 waiver, amendment, discharge, or change is or may be sought.

5 **25. NOTICES AND REPORTS.**

6 All notices and reports under this AGREEMENT shall be in writing and may be given by personal  
7 delivery or by mailing by certified mail, addressed to:

8  
9 **COUNTY**  
10 Imperial County Public Health Dept.  
11 Attn: Robin Hodgkin, Director  
12 935 Broadway  
13 El Centro, CA 92243

**CONTRACTOR**

14 **With copies to:**  
15 Clerk of the Board  
16 940 Main Street, Suite 209  
17 El Centro, CA 92243

18 or at such other address as either party may designate in a notice to the other party given in such manner.  
19 Any notice given by mail shall be considered given when deposited in the United States Mail, postage  
20 prepaid, addressed as provided herein.

21 **26. BINDING.**

22 This AGREEMENT shall be binding upon the heirs, successors, assigns, and subcontractors of the  
23 Parties hereto.

24 **27. CAPTIONS.**

25 Captions in this AGREEMENT are inserted for convenience of reference only and do not define,  
26 describe or limit the scope or the intent of this AGREEMENT or any of the terms thereof.

27 **28. REVIEW OF AGREEMENT TERMS.**

28 This AGREEMENT has been reviewed and revised by legal counsel for both COUNTY and  
CONTRACTOR, and no presumption or rule that ambiguities shall be construed against the drafting Party  
shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

- 1 29. **CHOICE OF LAW.**  
2 29.1. This AGREEMENT shall be governed by the laws of the State of California.  
3 29.2. This AGREEMENT is made and entered into in Imperial County, California.  
4 29.3. Any action brought by either Party with respect to this contract shall be brought in a court  
5 of competent jurisdiction within County of Imperial.
- 6 30. **AUTHORITY.**  
7 30.1. Each individual executing this AGREEMENT on behalf of the CONTRACTOR represents  
8 and warrants that:  
9 30.1.1. He/She is duly authorized to execute and deliver this AGREEMENT on behalf of  
10 the CONTRACTOR;  
11 30.1.2. Such execution and delivery is in accordance with the terms of the Articles of  
12 Incorporation or Partnership, any By-Laws or Resolutions of CONTRACTOR; and  
13 30.1.3. This AGREEMENT is binding upon CONTRACTOR in accordance with its terms.  
14 30.2. CONTRACTOR shall deliver to COUNTY evidence acceptable to COUNTY of the  
15 foregoing within thirty (30) days of execution of this AGREEMENT.
- 16 31. **GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**  
17 31.1. As used in this AGREEMENT and whenever required by the context thereof, each  
18 number, both singular and plural, shall include all numbers, and each gender shall  
19 include a gender.  
20 31.2. CONTRACTOR, as used in this AGREEMENT or in any other document referred to in or  
21 made a part of this AGREEMENT, shall likewise include the singular and the plural, a  
22 corporation, a partnership, individual, firm or person acting in any fiduciary capacity as  
23 executor, administrator, trustee, or in any other representative capacity or any other entity.  
24 31.3. All covenants herein contained on the part of CONTRACTOR shall be joint and several  
25 if more than one person, firm, or entity executes the AGREEMENT.
- 26 32. **COUNTERPARTS.**  
27 This AGREEMENT (as well as any amendments hereto) may be executed in any number of  
28 counterparts, each of which when executed shall be an original, and all of which together shall



1 constitute one and the same AGREEMENT. No counterparts shall be effective until all Parties have  
2 executed a counterpart hereof.

3 **33. HIPAA COMPLIANCE.**

4 33.1. CONTRACTOR warrants that it is in compliance with all applicable Health Insurance  
5 Portability and Accountability Act regulations, and Subtitle D of Title XIII of the  
6 American Recovery and Reinvestment Act of 2009 (HITECH Act).

7 33.2. CONTRACTOR agrees to abide by the terms and provisions of "Imperial County Public  
8 Health Department – HIPAA Business Associate Agreement," attached hereto as  
9 **Exhibit "D"** and incorporated by this reference as though fully set forth herein.

10 IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the day and year  
11 first above written.

12  
13 **COUNTY OF IMPERIAL**

**CONTRACTOR**

14  
15 By: \_\_\_\_\_  
16 MICHAEL W. KELLEY, Chairman  
17 Imperial County Board of Supervisors

By: \_\_\_\_\_

18 **ATTEST:**

**APPROVED AS TO FORM:**  
KATHERINE TURNER  
County Counsel

19  
20  
21 By: \_\_\_\_\_  
22 BLANCA ACOSTA,  
23 Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy County Counsel

24  
25  
26  
27  
28

# Appendix 11

**PRICE SHEET**

## APPENDIX 11 PRICE SHEET: PATIENT CHARGES

1. Patient Charges shall be submitted on this exhibit in **Figure A** as is. Proposed patient charges should take into consideration the cost of providing care to indigent patients. No alterations or changes of any kind are permitted. Proposals that do not comply will be subject to rejection in total. The sole means of Contractor compensation is through fee-for-services reimbursement of patient charges.
2. Imperial EMS Agency has adopted a “bundled” rate for ambulance services with a single base rate for emergency transports derived from 9-1-1, whereby most fees for service are included in the base rate, with the exception of oxygen, mileage, and treat with no transport; there is no distinction between the ALS and BLS emergency base rate.
3. Non-emergency base rates are applicable to transports originating from other than 9-1-1 sources (i.e. hospitals, nursing homes, etc.). Enter into Figure A the base rates applicable for ALS non-emergency transports and for BLS non-emergency transports.
4. The patient charges quoted in **Figure A** shall include all taxes and all fees charged to patients or third party payers. Proposals should reflect a bundled rate structure and no other charges for supplies, equipment, or procedures, or other services will be accepted. EMS Agency.

Figure A - Proposed Charges	
<i>Complete the proposed charge for each item listed below:</i>	
Emergency Ambulance Base Rate (ALS and BLS)	\$ _____.
ALS Non-emergency Base Rate	\$ _____.
BLS Non-emergency Base Rate	\$ _____.
Mileage/loaded patient mile	\$ _____.
Oxygen	\$ _____.
Treat, Non-transport rate*	\$ _____.

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

**Proposer agrees that the prices quoted are the maximum that will be charged during the term of any contract awarded, with the exception of increases or fee adjustments described in the Request for Proposals.**

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_/\_\_\_/\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



**Section I.A. (pg. 1) Overview**

The outcome of this RPF will be the selection of a Proposer (Contractor) with whom the County will enter into an exclusive, performance-based agreement (Agreement) for the provision of:

1. An emergency medical transportation system at an emergency ambulance “paramedic Advanced Life Support” (ALS) level of service for the EOA;
2. ~~Unscheduled interfacility~~, Scheduled interfacility, and non-emergency ambulance transports ALS and Basic Life Support (BLS) originating in Licensed Healthcare Facilities for higher level of care and/or specialized care not otherwise available at the facility for the EOA; and
3. ~~Critical care transports (CCT) for patients originating in the Exclusive Operating Area (EOA); and~~
4. The capability to receive and process calls from the County public safety answering points (PSAP) and provide pre-arrival instructions to 911 callers within approved emergency medical dispatch guidelines, and receive non-911 calls directly from the requesting party.

**Section I.F.1 (pg. 7) Call Transfer and Dispatch**

The goal for the EMS system is that all 9-1-1 calls for medical assistance and/or the call information (where call transfer is not available) be promptly transferred (within 30 seconds) from the PSAPs to the Contractor. The County has five PSAPS with limited intra-agency coordination. The El Centro PSAP is fully EMD trained, and the level of call taker training varies amongst the other PSAPs. The Contractor will provide call prioritization for 911 calls and medical pre-arrival instructions in accordance with LEMSA approved (MPDS) protocols. Contractor Dispatch personnel shall be Emergency Medical Dispatch certified in accordance with the criteria established by the International Academies of Emergency Dispatch (IAED). ~~Contractor to be capable of providing these services at contract initiation.~~ Contractor to be capable of prioritizing requests for service and medical pre-arrival instructions within 6 months of contract initiation. Until such time as these capabilities are fully implemented, each 9-1-1 request for service will be classified as a priority 1 request as defined in the RFP. County and Contractor will work collaboratively to fully implement the medical dispatch system.

**Section I.F.2 (pg. 7) Call Density Response Zones, Response Time Requirements and Non-Performance Penalties Established**

Call Density Response Zones established within the EOA are based on an analysis of historical volume and density of calls. The County has designated areas of the EOA into Call Density Response Zones as follows:

- High Call Density (HCD): El Centro, City of Imperial, Brawley, and Heber
- Medium Call Density (MCD): Calipatria, Niland, Holtville, ~~Salton City~~, Westmorland, and the Community of Winterhaven.
- Low Call Density (LCD): all other areas of the EOA except Palo Verde/Northwest
- Palo Verde/Northwest (PV/NW) area

**Section I.F.4 (pg. 8) Provider Fatigue**

Provider fatigue and the impairment associated with fatigue pose a significant risk for patients, partners, and other in the community. Given the diverse geographic coverage areas, out of county interfacility transfers, and call density, fatigue is a factor that must be balanced with staffing plans and staff assignments. ~~Crewmembers working on ambulances in HCD or MCD zones shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 32 consecutive hours due to late calls or unscheduled holdovers. Crews assigned to LCD zones shall not be scheduled to work shifts longer than 48 consecutive hours and shall not remain on duty for longer than 56 consecutive hours due to late calls or unscheduled holdovers.~~ The Contractor shall implement a fatigue management plan, approved by the County, that takes into consideration 9-1-1 and interfacility call volume, which includes policies and procedures used to monitor and record employee fatigue and impairment, and methods for monitoring and reporting the effectiveness of the plan. The County reserves the right to independently audit the fatigue management plan. A rest period of at least 12 consecutive hours between shifts is required. The only exception will be a County declared disaster.

**Section III. B. (pg. 27) Experience as Sole Provider**

The proposer must demonstrate its experience as a ~~sole~~ provider of ~~paramedic ALS emergency~~ ambulance services for a specified area ~~comparable in size and population to the Exclusive Operating defined in this RFP~~. Documentation shall include:

## Comparable experience

The Proposer must document the areas in which it has provided comparable services (as described above) in the past five (5) years, the locations of these services, population, description of services and a jurisdictional contact. This documentation shall include a letter from a government official confirming the provision of ~~exclusive emergency paramedic ALS~~ ambulance service and the length of time such services have been provided. ~~Proposer shall document that it currently provides comparable services for a minimum of three (3) consecutive years.~~

**Section IV.A.2 (pg. 30) Services Description**

Contractor shall be responsible for furnishing all emergency ambulance services for all residents and other persons physically present in the County. Such emergency ambulance services shall be provided at the Paramedic level.

Contractor shall be sole ground ambulance organization authorized by the LEMSA in the awarded service area covered under this RFP to provide 9-1-1 ground ambulance services, ALS and BLS interfacility and non-emergency ambulance services. ~~and Critical Care Transport (CCT) ambulance services.~~ All requests for EMS originating in the County processed through the 9-1-1 facilities will be

referred to Contractor or its subcontractor, as provided herein. Contractor may subcontract services only as provided herein and with the prior written approval of the LEMSA director.

#### **Section IV.B.3.b (pg. 33) Ambulance Staffing Requirements**

~~CCT ambulances will be staffed at the level defined by the LEMSA and County requirements for critical care transport.~~

#### **Section IV.C.1.b (pg. 36) All Emergency and Non-Emergency Calls**

The RFP is to result in a contract assigning an exclusive operating area provider for all emergency medical calls received through the 9-1-1 system as well as those emergency calls received through means other than 9-1-1. The RFP also includes ALS and BLS interfacility transports, and BLS non-emergency calls, ~~and Critical Care Transports (CCT) transports~~ originating in Imperial County.

#### **Section IV.C.3.4 Interfacility and Non-Emergency Transports (Priority 4)**

Priority 4 requests for ambulance service are defined as non-emergency, and interfacility transports at the ALS or BLS level of service.

Contractor shall place an ALS or BLS ambulance on the scene of at least 90 percent of all Priority 4 scheduled ambulance requests within fifteen minutes zero seconds (15:00) of the initial scheduled time. ~~This standard shall apply to all requests for service where the scheduled time for patient pickup is greater than two hours from the time the call is received in the Contractor's Dispatch Center.~~

~~If the service receives an emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for Priority 2 level requests. However, LEMSA will consider, on a case by case basis, excluding specific requests that result in extended responses from the Priority 2 response time compliance penalties if all three elements of the following circumstance exist: the response time was less than compliance with an unscheduled Priority 4 level response, the transport will take the unit out of County, and the Contractor can document the delay was associated with the then current EOA system demands.~~

~~If a request for non-emergency transportation is received without a two-hour notice the Response Time requirement will be arrival of the ambulance at the patient location within 60 minutes of the time of the request.~~

#### **Section IV.C.3.5 (pg. 40) Critical Care Transports**

##### ~~Critical Care Transports~~

~~The Contractor is expected to work collaboratively with the hospitals to develop a plan, including staffing and response times, for the transfer of critical care patients by ground. The mutually developed plan shall be submitted to LEMSA for review and approval.~~

**Section IV.C.3 Figure 6. (pg. 40)**

**Figure 1. Call Density Zone Response Time Compliance Requirements -**

Priority Level	Compliance	High Call Density (A)	Medium Call Density (B)	Low Call Density (C)
Priority 1	90%	≤ 10:59	≤ 19:59	<del>≤ 29:59</del> ≤ 44:59
Priority 2	90%	≤ 12:59	≤ 19:59	<del>≤ 29:59</del> ≤ 44:59
Priority 3	90%	19:59	≤ 29:59	<del>≤ 29:59</del> ≤ 44:59
Priority 4	90%	+/- 15 minutes (scheduled) <del>or ≤ 59:59 minutes (unscheduled)</del>	+/- 15 minutes (scheduled) <del>or ≤ 59:59 minutes (unscheduled)</del>	n/a
<del>Critical Care Transport</del>		<del>Defined by Provider CCT Plan</del>	n/a	n/a

*Note: Response times for all Priority calls in PV/NW will be established by mutual agreement of the Contractor and the County due to its geographically isolated area.*

**Section IV.C.6 (pg. 43) Response Time Exceptions and Exception Requests**

Contractor shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor’s reasonable control affect the achievement of specified Response Times Standards. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every 9-1-1 request from county designated PSAPs, and interfacility transport requests originating from within County shall be included except as follows:

**Section IV.C.7.b.2 (pg. 46) Penalty for Failure to Comply with Response Time Requirements**

Contractor shall pay LEMSA a penalty each month that the Contractor fails to comply with the Response Time Requirements based on the percentage of compliance for all responses in the categories represented in Figure 7 below.

LEMSA shall waive Response Time penalties each month when the overall Response Time compliance is greater than 92% for all 9-1-1 CDZ. (i.e. if LCD compliance = 89% and HCD + MCD + LCD compliance = 93% the \$2,500 penalty for the LCD will be waived).

Failure of the Contractor to achieve at least 88% Response Time compliance in each of the CDZ including PV/NW for 9-1-1 calls will require the Contractor to submit and implement a deployment plan  
County of Imperial



that includes additional staffed ambulance hours aimed to achieve 90% compliance with Response Times.

**Figure 2. County Response Time Penalties**

***9-1-1 Calls - ~~Priority 1, 2 and 3~~ Responses for each of the CDZ***

Compliance %	Penalty
≥ 89% < 90%	<del>\$5,000</del> \$2,500
≥ 88% < 89%	<del>\$7,500</del> \$5,000
< 88%	<del>\$10,000</del> \$7,500

***Non-emergency Responses - Priority 4 Responses***

Compliance %	Penalty
≥ 89% < 90%	<del>\$4,000</del> \$1,000
≥ 88% < 89%	<del>\$6,000</del> \$2,500
< 88%	<del>\$7,500</del> \$5,000

**Section IV.C.7.b.3 (pg. 47) Repetitive Non-Compliance**

Response time penalties are based on measurement of response time performance for all responses within the County and Grouped by ~~call-classification-level~~ CDZ. Calls originating from 9-1-1 will be grouped for compliance measurement. Priority ~~2, 3, and 4~~ responses (~~unscheduled interfacility, scheduled interfacility, non-emergency ALS and BLS~~) will be reported and used for compliance measurement. ~~The CCT transport response time performance will be measured separately for compliance...~~

Any subset of measurement of calls, ~~excluding CCT~~, that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made. ~~Compliance for CCT transports will be measured on a quarterly basis regardless of the number of CCT transports.~~

**Section IV.C.7.b.4 (pg 48)**

Additionally, LEMSA may impose a fine of up to \$500 per incident for any minor breach of the Agreement not specifically addressed in Figure 8 which is not cured within seven (7) days of Contractor's receipt of written notice from County.

**Section IV.F.2 (pg 55) EMS System and Community****~~Accreditation~~ City of Calexico**

~~Within 24 months following commencement of the term of the Agreement, the Contractor will attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization. The Contractor shall maintain its accreditation throughout the term of the Agreement.~~

If requested by the City of Calexico during the period of the Agreement, the Contractor shall enter into good faith efforts to negotiate an ambulance service provider Agreement with the City. If an ambulance service provider Agreement is executed with the City of Calexico, it will be considered separate from the EOA Agreement between the County and Contractor. Additionally, Contractor shall maintain documentation of the number and nature of each County EOA ambulance that responds to the City of Calexico in a mutual aid capacity.

**Section IV.F.5 (pg. 56) Permitted Subcontracting**

The Contractor may contract with providers for ALS interfacility transports/transfers, and BLS non-emergency transports, ~~and CCT transports~~ originating within the County. Contractor may also subcontract for management, administrative services, dispatch, and billing and collection activities. Such agreements must be approved by LEMSA. The sub-contracting entities must meet the LEMSA's minimum requirements for ambulance ~~or CCT~~ services. The Contractor remains responsible and accountable to meet Response Time and reporting requirements and the Contractor is liable to pay any penalties for non-performance by the subcontractor.

**Section IV.G.6.a (pg. 60) Market Rights**

LEMSA shall not enter into agreements with any other provider for ground response to requests for ambulance service originating within the County EOA during the term of this Agreement. Furthermore, LEMSA will make reasonable efforts to ensure the Contractor's exclusivity of non-emergency, interfacility, ~~and CCT~~ transports originating within the EOA.

**Section IV.F.11 (pg. 62) Performance Security Bond**

Contractor shall furnish performance security in the amount of one million dollars (\$1,000,000), in one of the following forms, subject to approval of the Office of County Counsel, in its sole discretion:

a) A faithful performance bond issued by a bonding company, appropriately licensed in the State of California and acceptable to ~~LEMSA~~ the Office of County Counsel; or

b) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to ~~LEMSA~~ the Office of County Counsel and from a bank or other financial institution acceptable to ~~LEMSA~~ the Office of County Counsel.

c) Certificate of deposit acceptable to the Office of County Counsel; or

d) Such other security approved by the Office of County Counsel.

**Section V.B.2 (pg. 84) Competitive Criterion: Critical Care Transport Services – Section Deleted**

**Section V.C.2.a (pg. 89) Competitive Criterion: Work Schedules**

~~Proposer shall submit its policies and procedures used to monitor employee fatigue and impairment.~~

Proposer shall submit its fatigue management plan, approved by the County, that takes into consideration 9-1-1 and interfacility call volume, which includes policies and procedures used to monitor and record employee fatigue and impairment, and methods for monitoring and reporting the effectiveness of the plan. The County reserves the right to independently audit the fatigue management plan.

Contractor shall submit monthly reports to LEMSA as defined in Contractor’s fatigue management plan.

**Appendix 3**

**Medium Call Density (MCD):**

Calipatria, Niland, Holtville, ~~Salton City, and~~ Westmorland, and the Community of Winterhaven. ~~and the Fort Yuma Quechan Indian Reservation.~~

**Call Density Zone Response Time Compliance Requirements -**

Priority Level	Compliance	High Call Density (A)	Medium Call Density (B)	Low Call Density (C)
Priority 1	90%	≤ 10:59	≤ 19:59	<del>≤ 29:59</del> ≤ 44:59
Priority 2	90%	≤ 12:59	≤ 19:59	<del>≤ 29:59</del> ≤ 44:59
Priority 3	90%	19:59	≤ 29:59	<del>≤ 29:59</del> ≤ 44:59
Priority 4	90%	+/- 15 minutes (scheduled) <del>or ≤ 59:59 minutes (unscheduled)</del>	+/- 15 minutes (scheduled) <del>or ≤ 59:59 minutes (unscheduled)</del>	n/a
<del>Critical Care Transport</del>		<del>Defined by Provider CCT Plan</del>	n/a	n/a

**Appendix 6: Procurement Timeline**

<b>RFP released</b>	<b>15 May 2017</b>
<b>RFP questions submission deadline</b>	<b>25 May</b>
<b>Pre-Proposal Conference</b>	<b>31 May</b>
<b>Issue RFP addenda (if applicable); answers to pre-bid questions</b>	<b>5 June</b>
<b>Mandatory Bidders Conference</b>	<b>10 July 1:00 pm PDT</b>
<b>Proposals due</b>	<del>15</del> <b>14 August 4:00 pm PDT</b>
<b>Proposer presentations</b>	<del>4</del> <b>18 August</b>
<b>Service Agreement to Board of Supervisors</b>	<del>15 August</del> <b>12 September</b>
<b>Services begin</b>	<b>1 January 2018</b>