



**Request for Proposal #2013-001
Exclusive Operator for Emergency Ambulance Service
And Secondary Medical Public Safety Answering Point**

Merced County, California

Release Date: February 27, 2014

Proposal Due Date: April 15, 2014

Time: 4:00 PM PDT

Recipient Location:

County of Merced
Department of Administrative Services-Purchasing Division
2222 "M" Street Merced, California 95340
Attn: Procurement Specialist: Kim Nausin

REQUEST FOR PROPOSAL

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SECTION I. EMS SYSTEM SUMMARY

A. Overview

Request for Proposals: The County of Merced (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) Merced County is conducting this procurement and is seeking a qualified ambulance service provider to deliver these and certain related services 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 set forth in 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 negotiate 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; 2) non-emergency ambulance transports (ALS and BLS) originating in Merced County 3) critical care transports (CCT) for patients originating in Merced County, and 4) the provision and operation of a medical secondary public safety answering point (PSAP). This includes the exclusive right and obligation to (i) 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, (ii) provide care and/or transport patients within the emergency medical services (EMS) system, and (iii) provide care and/or transport other patients requiring ambulance service, when the transports originate in the County.

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 in the conduct of this procurement process are to: (1) promote public health and safety by preventing the loss of life; (2) minimize the physical pain of patients; (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:

- Prevention and early recognition
- Bystander action/system access
- Medical Dispatch
- Telephone protocols and pre-arrival instructions
- First responder and ambulance dispatch

- First responder services
- Transport ambulance services
- Direct (on-line) medical control
- Receiving facility interface
- Indirect (off-line) medical control
- 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 Areas (EOAs)

Proposers shall submit a Proposal for the designated Exclusive Operating Area (EOA) that includes the entire County of Merced.

Through submission of its EMS plan and conduction of this competitive process, The County has established a single EOA, which encompasses the entire County of Merced.

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

C. Background

The County has historically designated four ambulance zones. Two of the zones are combined for measuring response time compliance. . A single ambulance service (Riggs Ambulance Service, Inc.) contracts with the County to provide emergency medical and ambulance services within the County. Another ambulance service (West Side Health Care District) subcontracts with the Contractor to provide coverage in the northwestern portion of the county. The County has established an ambulance ordinance that establishes broad standards for the operations, equipment, and personnel of pre-hospital emergency care services (Chapter 9 of the Merced County Code). A copy of the ordinance as it may be amended is reflected substantially in the form attached hereto in Appendix 2.

Additionally, requirements that are more specific can be found in the County's policies, which are incorporated into the provider agreements. Any successful proposer will be required to have a

provider agreement administered by the County. The County Policies and Procedures can be downloaded at www.co.merced.ca.us.

Fire Departments in Merced County provide basic life support (BLS) first response services.

The County has a total area of approximately 1,935 square miles and has an estimated population of 262,478 people (2013).¹ The City of Merced is the largest population center with approximately 80,599 residents. Table 1 (below) lists the cities, towns, communities, and remaining unincorporated area.

Table 1. Merced County Population Centers²

Cities/Communities	Population
Merced	80,599
Los Banos	37,017
Atwater	28,931
Livingston	13,542
Gustine	5,626
Dos Palos	5,036
Unincorporated	91,727
Total	262,478

In conducting a competitive process for the provision of emergency ambulance services, Merced County is meeting the mandates of California EMS Act and the Health and Safety Code, Division 2.5, available at www.emsa.ca.gov.

D. Overview of EMS System

Requests for assistance to medical emergencies typically originate through the 9-1-1 phone system. The calls are answered at the PSAPs. There are a number of PSAPs receiving 9-1-1 calls in the Merced EMS system.

Calls are passed by different methods to the ambulance provider. The ambulance provider is responsible for operating a secondary PSAP to receive and process ambulance requests.

The current emergency ambulance providers are licensed by Merced County and operate under a provider agreement with the LEMSA. The exclusive operating area includes the incorporated and non-incorporated area of the entire County of Merced.

¹ California Department of Finance Population Figures for 2013

² Ibid

The response to a potentially life threatening incident is a BLS first responder unit from the area fire departments and a paramedic-staffed ambulance from one of the two current providers, Riggs Ambulance Service, Inc. and its subcontractor West Side Health Care District. The County's Chapter 9.44 REGULATION OF AMBULANCE SERVICE AND CONVALESCENT TRANSPORT SERVICE sets out the requirements for ambulance providers.

The regulations require that emergency ambulances be staffed with at least one state licensed and locally accredited paramedic, and an emergency medical technician (EMT), and equipped with advanced life support equipment. Paramedics work under the LEMSA's protocols and have access to medical direction of base hospital medical as needed..

These 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 helicopter service is available to transport critical patients when ground ambulance transport time would be excessive and patient meets helicopter transport criteria.

E. Local EMS Agency Responsibilities

It is the LEMSA's responsibility to:

- Select and enter into an Agreement with the 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. Merced EMS System Improvements

Changes and improvements in EMS have occurred during the last 10 years, healthcare has changed considerably as has EMS. Numerous studies have been undertaken to ascertain which practices will produce the best patient outcomes and what actions will have minimal positive impacts. Technology has allowed EMS to improve response times and productivity and to provide data for identifying practices that will deliver positive results for the patients and the system.

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

system in the country, the LEMSA 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.

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 Merced 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 be promptly transferred (within 30 seconds) from the PSAPs to the Contractor. The Contractor will be responsible to ensure prioritization of calls as to acuity level according to protocols approved by the LEMSA. When appropriate, all callers will receive emergency medical pre-arrival instructions according to protocols approved by the LEMSA. All of the provider's dispatch staff members are to be Emergency Medical Dispatch certified at the initiation of the contract period.

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

Call Density Response Zones are defined within the County. The requirements are based on an analysis of the historical volume and density of calls. Performance requirements are based on call location and call acuity (Priority 1, 2 or 3) as determined through emergency medical dispatch protocols. The details of the response time requirements are provided in detail in Section IV.C.3

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

Response time compliance is to be maintained on 90% of all calls. 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 includes maps indicating the Call Density Response Zones within the County.

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. Crewmembers working on ambulances in Merced County shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 36 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 Merced County EMS system operated for decades without subsidy to ambulance providers. It is the LEMSA's intention that Merced County emergency ambulance providers will continue to operate within the system without additional 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. Historical Service Volume

Call volume in Merced County was collected for the last three years. Analysis of the data is included in Appendix 4. There were approximately 25,529 patient transports across Merced County from November 1, 2012 through October 31, 2013. See Table 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.

Table 2. Annual Ambulance Call Transport Volume

Pre-Hospital Calls		
	Number of Incidents	Number of Transports
Emergency	23,903	20,458
Non-Emergency	800	773
Transfers		
	Number of Incidents	Number of Transports
Emergency	162	158
Non-Emergency	4,173	4,140

Call data was collected for the three year period is available at Merced County Department of Administrative Services Department (DAS) website at www.co.merced.ca.us This call data includes the date, time, location, and priority of calls.

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 within Merced County that are 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 the following transport volume and payer mix information in Table 3.

Table 3. Estimated Payer Mix

Payer	Percent of Transports
Medicare	23.85%
MediCal	31.45%
Medicare & Medicaid	21.78%
Insurance	11.50%
Private Pay	10.45%
Agency	0.96%
Total	100%

Since the payer mix determines potential revenue recovery and anticipated healthcare changes may have a significant impact on the payers, the Agreement will provide that should the Contractor demonstrate to the LEMSA's satisfaction that the insured category is at least three (3) percent lower than listed or that the MediCal or self pay category is at least three (3) 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 34.45% the Contractor can request a rate adjustment.

SECTION II. PROCUREMENT INFORMATION

A. Performance-based Contract

The result of this procurement will be the award of a performance-based contract. The Agreement will require the Contractor to achieve and maintain high levels of performance and reliability. The demonstration of effort, 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;
- 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;
- Dispatch performance standards;
- Accurate and timely reporting; and
- Customer and community satisfaction with the services provided.

Again, the Agreement is not a level-of-effort contract. In submitting its Proposal, the Proposer is agreeing to employ whatever level of effort is 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 or all 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, so determines.

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: a) the final cost of the bid or proposal; b) information that is not clearly marked as proprietary in nature; c) 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 an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Proposer's RFP submittal that has been properly marked as proprietary, . The County shall give notice to the release of any information so marked, so that Proposer may assert any privileges to 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 Intent 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 county Department of Administrative Services Department (DAS).

1. Pre-proposal Process

Questions regarding this RFP should be submitted in writing to:

Merced County Department of Administrative Services
2222 "M" Street, Room No. 1
Merced, California 95340
Attention: Kim Nausin
Fax: (209) 725-3535
knausin@co.merced.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. on the date specified in the Procurement Time Line (Appendix 6).

2. Mandatory Proposers' Conference

A Pre-Proposal conference will be held on March 21, 2014 at 10:00 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 two (2) representatives in attendance.

Please submit, in writing, any questions about the RFP that you would like answered at the pre-proposal conference to the Administrative Services – Purchasing Division to the email address as referenced above no later than three (3) working days before the conference. This will allow for a more thorough response.

The Pre-Proposal conference may be taped and answers to questions will be posted to the County of Merced Official Website (www.co.merced.ca.us) following the conference. Please contact the Merced County Department of Administrative Services-Purchasing at (209) 385-7331 for confirmation of your attendance. Oral answers at the conference will not be binding on the County.

A Proposers' Conference will be held at the time in the Procurement Time Line. The location for the Proposer's Conference will be held at the Merced County Department of Administrative Services, 2222 "M" Street, Merced, CA. The Proposers' conference is mandatory.

3. Proposal Submission

Each Proposer must submit one (1) original and ten (10) copies of its Proposal by 4:00 p.m., Pacific Time on the date specified in the Procurement Time Line (the Deadline). A CD-ROM, or other electronic storage device, of 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 and Secondary Medical Public Safety Answering Point Proposal For Merced 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 will be placed in a sealed envelope and labeled “Financial Statements.”

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

Proposals shall be delivered to:

Merced County Department of Administrative Services
2222 "M" Street, Room No. 1
Merced, California 95340
Attention: Kim Nausin

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 and kept unopened and secured in a locked area. Such Proposals shall be publicly opened at 2222 "M" Street, Room No. 1 Merced, 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, DAS will examine contents of proposals for completeness.

5. Additional Proposer Responsibilities

At any time following the opening of Proposals, DAS may request a Proposer to provide additional information or documentation regarding its Proposal. Proposers will also 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 Intent to Award

The LEMSA, through DAS, will issue a “ Notice of Intent to Award.”

At the time of the issuance of the Notice of Intent 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 Intent 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 DAS.

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). Excepted 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 DAS through its Consultant. A multi-disciplinary panel of five (5) disinterested EMS professionals shall be selected 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 DAS. DAS 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) The Review Panel will review the documentation provided in each Proposal to determine if the Proposer meets the Minimum Qualifications. 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 DAS. DAS 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) 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 Minimum Requirements), the Review Panel will refer the nonconforming Proposal or Proposals to DAS. DAS 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) 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 DAS and LEMSA for consideration.

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

- Each member of the Review Panel shall read each Proposal prior to the convening of the panel.
- The Review Panel will convene and be provided with an overview of the review and rating process.
- The information provided to document the Minimum Qualifications will be reviewed and scored as either pass or fail.
- The responses to the Core Requirements and Minimum Requirements will be reviewed to confirm an affirmative and unqualified acceptance of the provisions.
- Each criterion of the Competitive Criteria will be evaluated separately (e.g. Clinical Offerings, Operational Proposals, etc.). After a full discussion 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.

- 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.
- The scores applicable to pricing will be calculated by Consultant and combined with the scores resulting from the panel's review.
- 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.
- After the Review Panel has completed the review of the all Proposals, the scores of the reviewers will be averaged to determine the total points awarded to each Proposal for the Competitive Criteria.
- The results of the Review Panel and the rankings of the Proposals will be forwarded to the Director.
- The Director will after consideration of the Review Panel rankings and scores and any other relevant factors, seek a recommendation from the County Board of Supervisors (Board). The Director shall identify to the Board, as the tentative awardee, the Proposal receiving the highest score from the Review Panel unless the Director: (i) identifies a material procedural error in the procurement process; (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 Merced County and the LEMSA would not be served by the recommendation. . In the event of any such exception, the Director shall set forth in writing the basis for his or her tentative decision.
- The final decision regarding an award shall rest with the LEMSA Director.

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 is accomplished 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 Merced 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 Merced 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 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,, DAS will issue a Notice of Intent to Award.

7. Debriefing

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Proposer for the purpose of receiving information concerning the evaluation of the Proposer's submission. The request must be in writing, dated, signed either by the Proposer or a

legally authorized individual on behalf of the Proposer and be received by the County's Department of Administrative Service - Purchasing at 2222 "M" Street, Merced, California 95340 within three (3) working days following the County's issuance of the "Notice of Intent to Award". Each requesting Proposer will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Review Panel determinations of the company's submitted proposal as it relates to the evaluation criteria as stated herein. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria.

8. Protest

Within fourteen (14) calendar days following issuance of the notice of the Notice of Intent 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 Director within the fourteen (14) day period shall be conclusively deemed waived.

a) Filing a Protest

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

Merced County Department of Administrative Services
2222 "M" Street, Room No. 1
Merced, California 95340
Attention: Kim Nausin
Fax: (209) 725-3535
knausin@co.merced.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 DAS 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. 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) Informal Meeting with Administrative Services Director**

The initial review of any protest will be conducted by the County's Director of Administrative Services (DAS Director). Upon receipt of the Protest, the DAS Director 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 informal resolution. The DAS Director will notify the protesting party and all Proposers of his or her decision in writing.

(2) Formal Review by Independent Hearing Officer

The Protester may appeal the DAS Director's decision by filing a written Notice of such Appeal within five (5) business days of the issuance of the DAS Director's decision. If an Appeal of the DAS Director's decisions is filed, the DAS Director shall forward the Protest and Notice of Appeal to the hearing officer designated by the County for the hearing of any Appeals filed in connection with this RFP within three (3) business days of receipt of the Notice of Appeal. The DAS Director may also forward additional documents or other information to the Hearing Officer.

The Hearing Officer shall conduct an independent, de novo review of the Appeal to determine whether the grounds for the Appeal have merit. Only the information contained in a timely Protest shall be considered by the Hearing Officer, who has the authority to request additional information from the Protester, LEMSA, or DAS Director to clarify or confirm information submitted in a timely submitted Protest to assist with his/her review of the Appeal. The Hearing Officer will issue a written decision on a timely submitted Appeal within fifteen (15) calendar days of its receipt; however, the time for decision may be extended by the Hearing Officer with advance written notice to the Protester and the Director. The decision of the Hearing Officer shall be final.

e) Remedies

If the Hearing Officer sustains a Protest in whole or in part, the Hearing Officer 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 Hearing Officer 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) Stay of Procurement Action during a Protest

A final award shall not be made while a Protest is pending. However, LEMSA staff may otherwise proceed with negotiations toward the contract provided for in this RFP, subject

the resolution of any Protest. , Once the Hearing Officer 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.

9. Withdrawal of Proposals

Once submitted, Proposals may be withdrawn by the Proposer at any time prior to the Deadline by written notice to the DAS

10. 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.

11. Award

The decision on contract award will be made by the LEMSA Director following the recommendation from the Board. **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, the County is entitled to seek any and all damages for such breach, including, loss of time, cost of resources and attorney fees. The County may also, at its option, seek Specific Performance.

12. 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. To achieve this end, the Proposals will be scored on two 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 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 opinion of each proposal's commitment to the relevant item being reviewed. Five potential ratings will be available for the reviewer. They are:

Table 4. Scoring Allocation

Rating	Poor	Adequate	Good	Very Good	Excellent
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.

The County's Local Preference Ordinance is not applicable to this RFP. No local preference points will be awarded.

13. 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 9.44 of the Merced County Code, published procurement guidelines of the California State EMS Authority, and Merced 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.

Table 5. Proposal Review Scoring Allocations

	Category Title	Total Points
1	Credentials and Qualifications	Pass/Fail
2	Core Requirements	Agree/Exception
3	Competitive Criteria-Minimum Requirements	Agree/Exception
4	Competitive Criteria-Commitment to Clinical Quality	300

5	Competitive Criteria-Operations Management	300
6	Competitive Criteria-Commitment to Employees	250
7	Competitive Criteria-Management and Administration	100
8	Competitive Criteria-Commitment to EMS System and Community	250
9	Proposed Pricing	300
	TOTAL POSSIBLE POINTS	1,500

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.

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 COMPACT DISK OR 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 COMPACT DISK OR 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 150,000 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 exclusive service area 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 exclusive 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 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 Merced 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 and of the Merced County Code Chapter 9.44, and all regulations promulgated there under including any amendments or revisions thereof. 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 ground ambulance services, ALS and BLS 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*.³

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.⁴

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.

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.

³ 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.

⁴ Institute of Medicine. (2001). *Crossing the Quality Chasm: A new Health System for the 21st Century*. Washington, DC: National Academies of Science.

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) 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.

b) 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 Merced 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 in addition to 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 PreHospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum and approved by the EMS Medical Director. 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 three (3) 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.⁵ 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 Merced 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 zones have been eliminated and the Emergency Response Zones (ERZ) are defined by ambulance call density. The two 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) and low call density (B). These are described on the maps set forth in Appendix 3.

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,

⁵ Federal Register / Vol. 68, No. 56 / Monday, March 24, 2003

ALS and BLS non-emergency calls, and Critical Care Transports (CCT) transports originating in Merced 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 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 mutual 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. 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 five (5) priorities 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 two ERZ -- designated as high call density (A) and low call density (B) -- will be used for Response Time monitoring, reporting, and compliance purposes. 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 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 an ERZ within the specified Response Time for that ERZ 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 ERZ are specified in Table 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 Response (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 an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 2 response requests as measured within any consecutive 30-day period.

(3) 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 Ambulance on the scene of at least 90 percent of all Priority 3 non-emergency ambulance requests received from the County PSAPs originating in an ERZ within the specified Response Time for that ERZ 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.

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 (Priority 5)

Priority 5 requests for a critical care transport ambulance service are defined as interfacility transports requiring staff with training above the base paramedic level of training.

Contractor shall place a CCT ambulance on the scene of at least 90 percent of all Priority 5 ambulance requests received 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 four hours from the time the call is received in the Contractor's Dispatch Center. If the service receives an immediate request for a CCT interfacility transport, the Contractor shall place a CCT ambulance on the scene of at least 90 percent of all Priority 5 CCT requests received within ninety minutes zero seconds (90:00).

c) Summary of Response Time Requirements

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

Table 6. Response Time Compliance Requirements - All Merced County Emergency Response Zones

Priority Level	Compliance	High Call Density (A)	Low Call Density (B)
Priority 1	90%	≤ 10:59	≤ 19:59
Priority 2	90%	≤ 10:59	≤ 19:59
Priority 3	90%	≤ 19:59	≤ 29:59
Priority 4	90%	+/- 15 minutes (scheduled) or ≤ 59:59 minutes	
Priority 5	90%	+/- 15 minutes (scheduled) or ≤ 89:59 minutes	

4. Notification of Delays for Non-emergency Responses

Whenever Emergency Ambulance response volume necessitates temporary delays in 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 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 Table 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." 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 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 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.

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. 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 two Emergency Response Zones (A and B) shall be reported and utilized for compliance purposes. Specifically, all responses in the County in both Zones A and B are 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 two (2) call density zones, low 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 ERZs.

Contractor shall report to the LEMSA each month on its response time performance in the existing ambulance zones, 24A, 24B, and the combined 24C and 24D areas. Chronically poor response time performance in any of these areas 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 Merced County or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as requested by Merced 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 200 percent of 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 M4C committee, 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 M4C committee, 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

Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance under the Agreement. However, severe or chronic deviations of Response Time compliance may constitute a default of the Agreement as defined below.

(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 Table 7 below.

Failure of the Contractor to achieve at least 88% Response Time compliance in each of the ERZ 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.

Table 7. County Response Time Penalties

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

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

Non-emergency Responses - Priority 4 Responses

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

CCT Transports - Priority 5 Responses

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

(3) Repetitive Non-Compliance

Penalties are based on measurement of response time performance for all responses within the County and grouped by priority level. Calls originating from 9-1-1 will be grouped for compliance measurement. Priority 4 responses (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 priority level in each ERZ and in the designated ambulance zones. Repetitive non-compliance in any given subset is defined as three consecutive months or five instances on 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 30 days of being notified of repetitive non-compliance by LEMSA. Failure to correct repetitive non-compliance may 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) Penalties for Outlier Responses

An "Outlier" Response Time is defined as a Response Time that is excessive for the category, such that it represents a potential threat to health and safety (Outlier). A

penalty shall be imposed for any call for which the actual Response Time equals or exceeds the applicable "Outlier Response Time" set forth in Table 8. Penalties shall be based on ERZ and the Priority level assigned to the call.

The outlier penalty is in addition to a penalty assessed for failure to meet the Response Time compliance requirements.

Table 8. Outlier Response Time Penalties

Priority Level	Outlier Response Times		Penalty per Outlier
	High Call Density	Low Call Density	
Priority 1	>17:59	>29:59	\$1,500
Priority 2	>17:59	>29:59	\$1,000
Priority 3	>29:59	>39:59	\$750
Priority 4	>29:59 late for scheduled >89:59 for non-scheduled		\$500
Priority 5	>29:59 late for scheduled >119:59 for non-scheduled		\$1,000

(5) Additional Penalty Provisions

LEMSA may impose financial penalties for minor or major breaches of the Agreement. For example, the Agreement will include penalties relating to the failure to provide reports and information to LEMSA by specified due dates, failing to leave PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport. LEMSA may impose a fine of up to \$500 per incident for any minor breach of the Agreement not specifically addressed in the following Table 9. The following specific penalties shall be included in the Agreement:

Table 9. Breach Events and Penalties

Breach Event	Criteria	Penalty
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 LEMSA approved Interim Patient Care Report (an abbreviated patient care report) will be left at the receiving facility prior to departure of the ambulance crew. 100 percent of the completed PCRs will be provided to receiving facility within 24 hours	\$50 for every instance when the Interim Patient Care Report at a minimum, is not left at the receiving facility prior to crew departure. A penalty of \$100 for every completed PCR not provided to the facility within 24 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/emergency 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

(6) Penalty Disputes

Contractor may appeal to the LEMSA in writing within 20 business days of receipt of notification of the imposition of any penalty or regarding LEMSA's penalty calculations. The Contract Administrator will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty. Should the Contractor desire to

appeal the Contract Administrator's decision, a written request must be submitted to the Director within 10 days. 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 Merced 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 Merced 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, Merced County, and LEMSA. Incumbent personnel hired will retain "seniority status" earned while working full-time in the Merced 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) that is NEMSIS and CEMSIS compliant and meets the requirements of the state EMSA approved by the LEMSA for patient documentation on all EMS system responses including patient contacts, canceled calls, and non-transport. 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 24 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-transport.

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 preceding 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 Emergency Response Zone and Ambulance Zone;
- A list of each call, sorted by Emergency Response 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 Emergency Response 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 – Emergency Response 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 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,
- 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) Ambulance Strike Team

Contractor shall assist LEMSA in providing personnel, vehicles, equipment, and supplies in response to a disaster mutual aid request for deployment of an Ambulance Strike Team. The Contractor units will join with units from other areas and be formed into Ambulance Strike Teams as identified by the EMSA Ambulance Strike Team Guidelines.

Contractor is encouraged to have staff members trained and certified as Ambulance Strike Team Leaders.

d) Interagency Training for Exercises/Drills

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

4. Mutual-aid and Stand-by Services

a) Mutual Aid Requirements

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) Stand-by Service

Contractor shall provide, at no charge to LEMSA or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by a County designated public safety dispatch center upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident. Stand-by periods exceeding eight (8) hours shall be approved by Contract Administrator.

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. There are no provisions for a level of effort or requiring ambulances to be placed in specific areas of Merced County.

The Contractor may contract directly with cities and communities to have an ambulance located within their community. Such arrangements 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. First Responder Fees

Contractor shall agree to provide first responder fee that will bill a set fee for all first responder events where there is an ambulance transport and pass the net collected amount per event (less billing costs) to the first responder agency. The fee to be billed will be \$125.00 per transport. The Contractor will use prudent and normal industry billing standards for billing the fees. The method for invoicing, collecting and distributing the fees shall be stated in the proposal.

9. 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 Procurement Costs, County Compliance Monitoring, Contract Management, and Regulatory Activities

The Contractor will reimburse LEMSA for a portion of its expenses related to conducting this procurement, monitoring and managing the Agreement, provision of medical direction and conducting periodic procurements. The Contractor shall pay to LEMSA a one-time payment of seventy-five thousand dollars (\$75,000) due upon execution of the Agreement representing a portion of the estimated actual costs to the LEMSA of conducting this RFP and contracting process. An annual amount will be assessed per sections 9.44.110 and 9.49.020 of the Merced County Code. The costs for fiscal year 2012-13 were calculated to be approximately seventy-five thousand dollars (\$75,000). This estimate is based on historical fee amounts paid by both the current Contractor and the subcontractor for the West Side Health Care District. The initial estimated fee is to be paid quarterly in arrears with the first payment due three months after the commencement of the Agreement and will be credited to the Contractor against actual LEMSA cost accounting, determined per section 9.49.020 of the County Code, promptly after completion of the County fiscal year. Contractor's subcontractor for the West Side Health Care District shall also be assessed per sections 9.44.110 and 9.49.020 of the Merced County Code and its payments will reduce the Contractor's obligation under this paragraph.

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 LEMSA.

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 (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:

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

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:

1. electronically generate and submit Medicare and MediCal claims;
2. itemize all procedures and supplies employed on patient bills; and
3. 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 County 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 M4C 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 Merced 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 Merced 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.co.merced.ca.us 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:

- a) A faithful performance bond issued by a bonding company, appropriately licensed 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 October, 1, 2014 and terminating at midnight, September 30, 2019.

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.

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 Merced 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 and Provisions for Termination of the Agreement

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

a) Definitions of Breach

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

1. 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. Minor infractions of such requirements shall not constitute a material breach but such willful and repeated infractions shall constitute a material breach;
2. 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;
3. Chronic and persistent failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period as described in Section G.23;
5. 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;
6. 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;
7. Willful attempts by Contractor to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations;
8. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
9. Failure of Contractor to comply with approved rate setting, billing, and collection procedures;
10. 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;
11. Failure of Contractor to comply with the vehicle lease provisions;
12. Failure of Contractor to cooperate and assist County in the investigation or correction of any "Minor Breach" conditions;

13. Failure to comply with required payment of fines or penalties within sixty (60) days written notice of the imposition of such fine or penalty;
14. Failure to maintain in force throughout the terms of the Agreement, including any extensions thereof, the insurance coverage required herein;
15. Failure to maintain in force throughout the term of the Agreement, including any extensions thereof, the performance security requirements as specified herein;
16. Failure to timely prepare and submit the required annual audit; and
17. Any other willful acts or omissions of Contractor that endanger the public health and safety.

17. Termination

a) Written Notice

The Agreement may be canceled immediately by written mutual consent.

b) Failure to Perform

LEMSA, upon written notice to Contractor, may immediately terminate the Agreement should Contractor materially breach any of its obligations under the Agreement. In the event of such termination, LEMSA may proceed with the work in any reasonable manner it chooses. 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.

18. Emergency Takeover

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 safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, 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 safety would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the LEMSA to affect an immediate takeover by the LEMSA of Contractor's ambulances and crew stations. Such takeover shall be affected within not more than 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 breach. However, during the LEMSA's takeover of the ambulances and equipment, LEMSA and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to the

Contractor shall be equal to the aggregate monthly amount of the Contractor's debt service on facilities, vehicles and equipment as documented by the Contractor at Contract Administrator's request, and verified by the County Auditor (provided that the cost of contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles and equipment). The County Auditor shall cause the disbursement of these payments directly to the Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, LEMSA shall pay the Contractor fair market rental based upon an independent valuation.

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 are hereby leased 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 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.

19. 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 LEMSA'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.

20. LEMSA's Remedies

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.18. All LEMSA's remedies shall be non-cumulative and shall be in addition to any other remedy available to LEMSA.

21. Provisions for Curing Material Breach and Emergency Take Over

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, which breach represents an immediate threat to public health and safety, such determination shall constitute a material breach and/or default of the Agreement. In the event of a material breach, 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 and which notice should include the reason why such material breach endangers the public's health and safety unless an immediate and grave threat to public health and safety requires shorter notice or no notice. In cases where notice is given, 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 of the Director's designee, may permit Contractor to implement such a plan of action of 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, LEMSA may execute an emergency take-over of Contractor's operations. Contractor shall cooperate completely and immediately with LEMSA to affect a prompt and orderly transfer of all responsibilities to LEMSA.

Contractor shall not be prohibited from disputing any such finding of default through appropriate channels, provided, however that such dispute shall not have the effect of delaying, in any way, 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 Default has occurred, shall be initiated, and shall take place only after the emergency take-over has been completed.

Contractor's cooperation with and full support of such emergency take-over shall not be construed as acceptance by Contractor of the findings and 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 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 breach of the Agreement, even if it was later determined that the original declaration of default by LEMSA was made in error.

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.

22. "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:

- a) 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;
- b) 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;
- c) 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
 - d) 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

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 Merced 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 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 Merced 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 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. Any exceptions to the requirements, terms and conditions as stated herein, and in the Sample Contract must be identified separately in the Proposer's response."

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, DAS 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 Merced County, and the other agencies involved in the Merced 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 2012-2013 Baldrige National Quality Program: Health Care Criteria for Performance Excellence. A copy of this program can be downloaded at 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;
- 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 Merced 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:

1. Response time performance by zone, priority, and County-wide;
2. Presumptive impressions at dispatch compared to field intervention;
3. Scene time and total pre-hospital time for time dependent clinical conditions like Acute Coronary Syndrome (ACS), stroke, and major trauma;
4. Cardiac arrest survival in accordance with Utstein protocols;
5. Fractal measurement of time to first defibrillation;
6. Compliance with protocols, procedures, timelines, and destinations for ST-Elevation Myocardial Infarction (STEMI) patients;
7. Compliance with protocols, procedures, and timelines for patients with pulmonary edema and congestive heart failure;
8. Compliance with protocols, procedures, and timelines for patients with asthma or seizures;
9. Compliance with protocols, procedures, and timelines for patients with cardiac arrest;
10. Compliance with protocols, procedures, timelines, and destinations for trauma patients;
11. Compliance with protocols, procedures, and timelines for patients with presumed stroke symptoms;
12. Compliance with protocols, procedures, and timelines for assessment of pain relief;
13. Successful airway management rate by entire system, provider type and individual, including EtCO₂ detection;
14. Successful IV application rate by entire system, provider type and individual;
15. Complaint management;
16. Paramedic skill retention;
17. Use of mutual aid; and
18. 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.

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 Merced 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 Merced 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 Merced County and actively participating in projects designed to improve the quality of EMS in the County of Merced.

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.

1. Implementing specific programs and activities to fully engage the workforce in quality management, such as peer review activities, medical audits, etc.;
2. The quality management competencies that members of the leadership team will possess including their ability to analyze performance data and conduct improvement projects;
3. Methods used to communicate openly with the workforce and to assess the effectiveness of this communication;

4. Activities used by the organization to communicate performance data to the members of the workforce involved in the process whose performance is being monitored;
5. Strategies used by the organization's leadership team to promote legal and ethical behavior for themselves and the entire organization;
6. The organization's process for handling breaches of ethical behavior;
7. Activities of the organization's leadership to promote a culture focused on patient and employee safety; and
8. 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.

1. 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.
2. 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.
3. Committing to support its Medical Director in liaising with other members of the Merced 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.

1. 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.
2. Discuss the mechanisms the organization uses to incorporate the "voice of the customer" in planning processes.
3. 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.
4. 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.
5. 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:

1. Targeting educational content to address local system needs;
2. Expanded content of training program offerings;
3. Introduction of innovative educational/training methods; and
4. 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 Merced 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. As soon as possible, when a call is determined to be a medical call, the County PSAPs will pass the call to the Contractor's dispatch center. The Contractor is responsible to provide Emergency Medical Dispatch call prioritization as to acuity and provide medical pre-arrival instructions in accordance with national (Medical Priority Dispatch System) and LEMSA approved standards.

Staffing levels shall be such that electronic or telephonic notifications from the County designated public safety dispatch centers are answered or responded to within fifteen (15) seconds, 95% of the time.

Contractor shall adequately train and prepare emergency ambulance dispatchers to process emergency medical requests for service utilizing Medical Priority Dispatch protocols. 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. No caller requesting an emergency ambulance shall 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

Contractor shall be responsible for all 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.

1. 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. The Contractor's ambulance crews shall be capable of transmitting 12-lead ECG to receiving facilities.
2. Contractor shall equip all ambulances and supervisory vehicles used in performance of services in Merced County with radio equipment for communications with Contractor's Dispatch Center, suitable for operation on the (CALCORD) California On-Scene Emergency Coordination Radio System and for communication with hospital receiving facilities.
3. 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.
4. Contractor shall ensure access to cellular telephones for use on ambulances and supervisory units.
5. Contractor shall equip all ambulances with Automatic Vehicle Location (AVL) devices.

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.

1. Contractor is encouraged to develop electronic CAD to CAD interfaces with some or all of the existing PSAPs.
2. Contractor may collaborate with existing PSAPs and dispatch centers to colocate or consolidate PSAP/Dispatch operations.
3. Equip all ambulances with Mobile Data Terminals (MDT).
4. Contractor may apply for and achieve Center of Excellence or comparable certification for its dispatch center.
5. Provide access for LEMSA staff members to access the Contractor's CAD to audit and create reports for system performance monitoring.
6. 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 CCT unit. The Contractor is responsible to ensure that Merced county healthcare providers have access to CCT services.

a) Minimum Requirements— Critical Care Transport services

At a minimum, the Contractor shall:

1. Enter into formal agreements with organizations providing CCT services to respond to requests for CCT services originating from Merced county healthcare facilities.
2. 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:

1. 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.
2. 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.

1. All ambulances shall meet the standards of Title XIII, California Code of Regulations.
2. Ambulance vehicles used in providing contract services shall bear the markings of the County logo and "Merced 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.
3. 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.
4. Overall design, color, and lettering are subject to the approval of the Contract Administrator.
5. Proposer shall describe the ambulance and supervisory vehicles to be utilized for the services covered under the Agreement.
6. 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.
7. 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:

1. Documenting the type, age, mileage, and configuration of the ambulance fleet and supervisory vehicles; and
2. 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 shall also comply with the specific pediatric equipment requirements as specified in EMSA #188, *Pediatric Equipment for ambulance and First Responders*.

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:

1. Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission;
2. Subject the Contractor to a \$500.00 penalty; and
3. 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, 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 significant visible but 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:

1. 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
2. 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 to be used in Merced 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:

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

C. Personnel

LEMMSA recognizes that those employed in the Merced 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

LEMMSA recognizes the Contractor's need to ensure adequate supervision of its personnel and the delegation of authority to address day-to-day operational needs. LEMMSA 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 Merced 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:

1. The provision of a dedicated supervisor and vehicle for Merced County coverage;
2. Specialized training for supervisors (i.e. Strike team leadership);
3. Exemplary qualification requirements; and
4. 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:

1. Pre-screening of potential employees (including drug testing);
2. Initial and on-going driver training;
3. Lifting technique training;
4. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents; and
5. 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:

1. Gathering data on ALL incidents that occur among the Contractor's workforce;
2. Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
3. Gather safety information as required by law;

4. Implement training and corrective action on safety related incidents, as required by law; and
5. 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:

1. Describe the organization's method for providing system and individual performance feedback to employees.
2. Describe the organization's mechanism for involving front line employees in quality and performance improvement projects.
3. Describe the credentialing requirements for the employees including but not limited to EMT's, paramedics, dispatchers, billers, and mechanics.
4. Describe the methods to assess, maintain, and develop new skills for employees in the workforce.
5. 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.
6. 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.
7. 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:

1. 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.
2. The method used by the organization for two-way communication between front line employees and the leadership team.
3. The organization's mechanism for encouraging, gathering, providing feedback on and acting on employee improvement suggestions.
4. 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 Merced County. Provide resumes for the individuals. If the positions have not been filled for Merced 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 Merced 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.

1. 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.
2. 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: West Side Healthcare District area

The West Side Healthcare District (WSHD) ambulance service is a tax-based ambulance provider with an elected governing body that provides ambulance services to a small portion of northwestern Merced County and southwestern Stanislaus County. Without the tax subsidy from

this district operation and its accompanying resources, performance standards for this area would be difficult to achieve. It is the County's desire in this procurement process that the services of the WSHD continue under a sub-contract with the successful bidder of the RFP.

The successful bidder will retain ultimate responsibility for the WSHD sub-contractor with respect to the performance standards contained herein and in the resulting Agreement with the County.

a) Minimum Requirements—West Side Healthcare District area

The West Side Healthcare District within Merced 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. At a minimum, the Proposer will agree to negotiate in good faith with WSHD and execute a sub-contract for WSHD to provide ambulance service in the Contractor's EOA.

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

b) Higher Level of Commitment—West Side Healthcare District area

As a higher commitment level, the Proposer may demonstrate a higher level commitment by the proposed provisions of the sub-contract with WSHD. Such as:

1. Committing that the WSHD ambulance will be utilized primarily to provide service within its district, but may be utilized by the successful bidder to provide coverage and respond to calls within the EOA on a defined and limited basis.
2. Contractor may provide assistance to WSHD by collaborating in purchasing, medical direction, quality improvement, group purchasing, and other operational and financial opportunities.
3. Contractor will provide dispatch services to WSHD from its communications center.

The successful bidder shall ensure adequate contract termination language in the subcontract with WSHD for failure of WSHD to meet the Contractor's required performance standards.

All bidders shall include in their proposal their commitment to negotiate, in good faith, and their understanding and commitment of the scope of such a subcontract. The final 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 Merced 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) provide a seamless handoff of patients by first responders to the emergency ambulance service; and 2) 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.

LEMSA 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

In addition to providing First Responder billing services as described in Section IV.F.8 each Proposer must commit to:

1. Exercise its best, good faith efforts to maintain positive working relationships with all first response agencies across the County;
2. Make continuing EMS education services available without cost to all first responders across the County at the level prevailing in the industry;
3. 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;
4. Provide internship opportunities for EMT students, giving preference to students from training programs located in Merced County; and
5. 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. Shared medical direction

2. A fixed amount to be provided to First Responder agencies for the Contractor's billing of first responder fees rather than the amount actually collected from the individual invoices.
3. Group purchasing arrangements that may allow First Responder agencies to acquire medical equipment and non-exchanged supplies at a lower cost
4. Collaborative training programs
5. Collaborative strategies to address call surges, including possible coordination of responses during MCI and other disaster events.
6. Coordination between or collaborative continuous quality improvement programming
7. Coordination of public education initiatives and programming
8. Coordination of injury and illness prevention programs.
9. Collaborative fleet maintenance activities.
10. Collaborative public information services.
11. 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

LEMSEA 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 LEMSEA's 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. As of 2001, ethnic minorities made up 26 percent of the U.S. population, but only 15 percent of the EMT/Paramedic workforce. This is of some concern because EMTs are frequently involved in situations where cultural understanding is vital, particularly in urban areas. Accordingly, Contractor may collaborate with LEMSA and public health officials to develop and facilitate EMT training programs, internships and related opportunities for Merced 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 NTHSA 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 (2) 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

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FACE SHEET (FORM IN APPENDIX 8-EXHIBIT A)

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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.
Exceptions:

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.
Exceptions:

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.
Exceptions:

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.

Exceptions:**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.

Exceptions:**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.

Exceptions:

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

(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.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. <i>Exceptions:</i>

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. <i>Exceptions:</i>

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. <i>Exceptions:</i>

3. Multi-casualty/Disaster Response

4. Mutual Aid and Stand-by 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. <i>Exceptions:</i>

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. <i>Exceptions:</i>

- 7. Supply Exchange and Restock**
- 8. First Responder Fees**
- 9. 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. <i>Exceptions:</i>

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. <i>Exceptions:</i>

- 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. <i>Exceptions:</i>

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

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

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. <i>Exceptions:</i>

SECTION XI. COMPETITIVE CRITERIA

A. Clinical

1. Competitive Criterion: Quality Improvement

a) Minimum Requirements—Demonstrable Progressive Clinical Quality Improvement

(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.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. <i>Exceptions:</i>

b) Higher Levels of Commitment—Quality Management

(1) Supporting narrative and/or documentation required.

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. <i>Exceptions:</i>

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. <i>Exceptions:</i>

b) Higher Levels of Commitment—Clinical Leadership Personnel

(1) Supporting narrative and/or documentation required.

4. Competitive Criterion: Medical Direction

a) Minimum Requirements—Medical Direction

(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.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.

Exceptions:

b) Higher Levels of Commitment—Medical Direction

(1) Supporting narrative and/or documentation required.

5. Competitive Criteria: Focus on Patients and Other Customers

a) Minimum Requirements— Focus on Patients and Other Customers

(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.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.

Exceptions:

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

(1) Supporting narrative and/or documentation required.

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

2. Competitive Criterion: Critical Care Transport Services

a) Minimum Requirements– Critical Care Transport Services

(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.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. <u>Exceptions:</u>

b) Higher Levels of Commitment– Critical Care Transport Services

(1) Supporting narrative and/or documentation required.

3. Competitive Criterion: Vehicles

a) Minimum Requirements–Vehicles

(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.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. <u>Exceptions:</u>

b) Higher Levels of Commitment– Vehicles

(1) Supporting narrative and/or documentation required.

4. Competitive Criterion: Equipment

a) Minimum Requirements—Equipment

(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.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.

<i>Exceptions:</i>

b) Higher Levels of Commitment— Equipment

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

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.

<i>Exceptions:</i>

b) Higher Levels of Commitment— Vehicle and Equipment Maintenance

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

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. <i>Exceptions:</i>

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

2. Competitive Criterion: Work Schedules

a) Minimum Requirements— Work Schedules

(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.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.

Exceptions:

b) Higher Levels of Commitment— Work Schedules

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

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

a) Minimum Requirements—Risk Management

(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.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. <i>Exceptions:</i>

b) Higher Levels of Commitment— Risk Management

(1) Supporting narrative and/or documentation required.

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. <i>Exceptions:</i>

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

E. EMS System and Community

1. West Side Healthcare District Area

a) Minimum Requirements—West Side Healthcare District Area

(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.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.

Exceptions:

b) Higher Levels of Commitment—West Side Healthcare District Area

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

2. Supporting Improvement in the First Response System

a) Minimum Requirements—First Response System

(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.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.

Exceptions:

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.

Exceptions:

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**

ORDINANCE NO. ____

AN ORDINANCE TO ESTABLISH AMBULANCE SERVICE EXCLUSIVE OPERATING AREAS TO INCLUDE PROVISIONS FOR AMBULANCE SERVICE LICENSING AND OPERATIONS, AND CONVALESCENT TRANSPORT PROVIDER LICENSING AND OPERATIONS

(REPEALS ORDINANCE NO. 1656 AND REINSTATING CHAPTER 9.44 OF THE MERCED COUNTY CODE)

THE BOARD OF SUPERVISORS OF THE COUNTY OF MERCED, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION 1: Chapter 9.44 of Title 9 of the Merced County Code, for Regulation of Ambulance Service and Convalescent Transport Service, approved by the Board of Supervisors as Ordinance 1656, is repealed and reinstated as follows:

**CHAPTER 9.44
REGULATION OF AMBULANCE SERVICE AND CONVALESCENT
TRANSPORT SERVICE**

- 9.44.010 Purpose/policy.
- 9.44.020 Definitions.
- 9.44.030 Establishment of Local Emergency Medical Services
- 9.44.040 Establishment of Planning Areas.
- 9.44.041 Criteria for Establishing Planning Areas.
- 9.44.042 Establishment of Exclusive Operating Areas.
- 9.44.043 Establishment of Emergency Response Zones.
- 9.44.044 Requirements for Operating an Ambulance Service in a Designated Emergency Response Zone or Exclusive Operating Area.
- 9.44.046 Selection of Ambulance Service in Exclusive Operating Areas.
- 9.44.047 Selection of Ambulance Service in Emergency Response Zones.
- 9.44.050 Right of Inspection.
- 9.44.060 Requirement of County Ambulance License.
- 9.44.070 Litter Van Transport Services.
- 9.44.075 Wheelchair Transportation Services.
- 9.44.080 Requirement of County Convalescent Transport License.
- 9.44.090 Penalty for Operating an Ambulance Service or Convalescent Transport Service Without a License.
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- 9.44.095 Licensing Exceptions.
- 9.44.100 Licenses for Existing Ambulance or Convalescent Service.
- 9.44.105 Licensing/Permits for Special Event Medical Coverage.
- 9.44.110 License Application/Fee.

- 9.44.120 Standards-Vehicles/Equipment.
- 9.44.130 Standards for Personnel.
- 9.44.135 Performance Standards.
- 9.44.140 Liability Insurance Standards.
- 9.44.150 Access to Books and Records.
- 9.44.160 Notification Requirements-Convalescent Transport Service.
- 9.44.170 Emergency Authority in the Event of Threat to Health and Safety.
- 9.44.180 License Suspension, Revocation, or Denial-Grounds.
- 9.44.190 Ambulance Review Board.
- 9.44.200 Hearings.

9.44.010 Purpose—Policy.

A. The Merced County board of supervisors finds that the emergency care, treatment and/or transportation of persons requiring ambulance services are matters affecting the health and welfare of Merced County residents.

B. It is therefore declared the policy of the Merced County board of supervisors that emergency ambulance services be available twenty-four (24) hours per day to all persons within the county of Merced and that the entities, vehicles and personnel which provide such services meet certain minimum standards and qualifications, as set forth in this chapter.

C. It is therefore further declared the policy of the Merced County board of supervisors that the entities, vehicles and personnel which provide convalescent transportation services in the county of Merced meet certain minimum standards and qualifications, as set forth in this chapter.

D. It is further declared to be the policy of the Merced County board of supervisors that all persons within the county of Merced have access to emergency ambulance services, regardless of their location within the county. This policy shall guide the board of supervisors, the emergency medical care committee (hereinafter EMCC), and the local emergency medical services agency (hereinafter LEMSA) in their respective duties under this chapter, including the designation of exclusive operating areas, the licensing and regulation of emergency ambulance services and the letting of any contracts.

E. It is further declared to be the policy of the Merced County Board of Supervisors in enacting the ordinance codified in this chapter that the local regulation and licensing/authorization of emergency ambulance services and specified special event medical services, including the granting of exclusive operating areas by the LEMSA, all as set forth herein, is done in recognition of, and pursuant to, the Emergency Medical Services System and Pre-hospital Emergency Medical Care Personnel Act as set forth in Division 2.5 of the California Health and Safety Code.

F. It is further declared to be the policy of the Merced County board of supervisors that, given the balance that exists between the cost of providing emergency

ambulance services and available health care revenues for such service, the standards affecting the number and location of ambulances within any exclusive operating area shall be established by the LEMSA. No movement or positioning of ambulances, external to the selected provider of any such exclusive operating area, shall influence or otherwise affect the decisions of the LEMSA.

9.44.020 Definitions.

As used in this chapter:

“Acute care setting” or “acute care facility,” for the purpose of this chapter, means a general acute care hospital as defined in the California Code of Regulations, Title 22, Division 5, Section 70005, or a similar facility possessing a license for either comprehensive, basic or standby emergency services.

“Advanced life support” means special services designed to provide pre-hospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques, either under supervision of a base hospital, or while operating, under standing medical orders as provided by the LEMSA medical director.

“Ambulance” means any vehicle specifically constructed, modified, or equipped and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons and which meets any and all state or federal licensing requirements and this chapter and contains the equipment and supplies necessary for the level of care provided.

“Ambulance company” means any private or public entity or person operating one or more ambulances.

“Ambulance license” means an ambulance license issued by the LEMSA certifying an ambulance as having complied with the provisions of this chapter.

“Ambulance service” means that operational service provided by an authorized emergency vehicle, licensed as defined in this section, together with a crew meeting all qualifications relative to their level and type of service as defined by LEMSA policy and procedure, as well as Sections 1797.52 and 1797.60 of the Health and Safety Code including the use of mandatory supplies and equipment to be carried by the vehicle as required by LEMSA policy.

“Attendant” means an individual trained and qualified pursuant to state law, who is responsible for the operation of an ambulance and the care of the patients.

“Basic life support,” pursuant to Section 1797.60 of the Health and Safety Code, means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper

application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

“Convalescent transport company” means any private or public entity operating one or more convalescent transport vehicles.

“Convalescent transport license” means a county convalescent transport license certifying a convalescent transport vehicle as having complied with the provisions of this chapter.

“Convalescent transport service” means that operational service provided by a business entity or organization utilizing convalescent transport vehicles.

“Convalescent transport vehicle” means a motor vehicle especially constructed or modified, equipped or arranged, and operated for the purpose of commercially transporting patients who could not reasonably be transported by another vehicle, but are not sick, injured, or otherwise incapacitated enough to require the services of an ambulance. Convalescent vehicles are limited to wheelchair vans or litter vans.

“County” is the county of Merced.

“County licensing agency” is the Merced County Public Health Department, referred to in this chapter as the local emergency medical services agency (LEMSA).

“Critical care transport” means an interfacility transport of a patient that, due to the nature of their illness or injury, requires special procedures or medication during the transport which exceeds the paramedic scope of practice.

“Director” means the Merced County Director of Public Health or other designated official as determined by the board of supervisors.

“EMCC” means the emergency medical care committee as appointed by the board of supervisors pursuant to Article 3 of Chapter 4 of Division 2.5 of the Health and Safety Code.

“EMT-I” means emergency medical technician I, as defined in Health and Safety Code Section 1797.80.

“EMT-P” means emergency medical technician - paramedic authorized to provide advanced life support pursuant to Health and Safety Code Section 1797.84.

“Exclusive operating area” means an area established by the LEMSAs within which a single ambulance operator under contract with the county has been designated to be the exclusive provider of emergency ambulance service, non-emergency ambulance service, critical care transport ambulance service and/or emergency medical

aircraft service as shown on the map depicting "exclusive operating areas" on file in the office of the LEMSA.

"Interfacility transport" means the transportation of a patient between acute care facilities or between an acute care facility and a non-acute care setting. Interfacility transports shall only be performed by an emergency ambulance service, licensed and authorized as described in this chapter, unless an alternate form of transport is authorized by a policy of the LEMSA.

"Licensee" means any person to whom a county ambulance and/or convalescent transport license has been issued by the LEMSA pursuant to the provisions of this chapter.

"Medical director" means the medical director of the LEMSA, a contract physician employed by the county for the purpose of providing medical control and direction to the EMS system pursuant to Health and Safety Code, Division 2.5, Section 1797.202.

"Mobile intensive care nurse" means a registered nurse certified by the LEMSA medical director as having met the applicable qualifications pursuant to Section 1797.56 of the Health and Safety Code.

"Non-acute care setting" means a physician's office, clinic, convalescent or extended care facility, care home, patient's residence, or a freestanding diagnostic or therapeutic facility.

"Normal business hours" means the usual and customary hours of operation in which a business is operated, and may include any time for those businesses operating twenty-four (24) hours a day, seven days a week.

"Person" means any individual, firm, partnership, association, corporation, company, or group of individuals acting together for a common purpose or organization of any kind, including any governmental agency other than the United States.

"State EMS guidelines" means guidelines promulgated by the state Emergency Medical Services Authority (hereinafter EMSA) regarding recommendations and minimum standards for operation of an emergency medical services system.

9.44.030 Establishment of local emergency medical services agency.

A. The Merced County Public Health Department is designated as the LEMSA.

B. The LEMSA and its director shall have the powers and duties as set forth in the Emergency Medical Services System and Pre-hospital Emergency Medical Care Personnel Act, as set forth in Division 2.5 of the California Health and Safety Code.

C. The EMCC shall serve as an advisory committee to the board of supervisors and the LEMSA on emergency medical services related matters.

D. The EMCC shall, at least annually, review the operations of the emergency ambulance services system operating within the county and report to the LEMSA its observations and recommendations relative to its review pursuant to Health and Safety Code § 1797.274 and § 1797.276.

E. The EMCC shall engage in other advisory duties outlined in the EMCC bylaws as adopted by the board of supervisors.

9.44.042 Establishment of exclusive operating areas.

A. The LEMSA shall, pursuant to, and in compliance with, Health and Safety Code Sections 1797.85 and 1797.224 and subsection B of this section, designate one or more exclusive operating area (hereinafter EOA) within the county wherein all emergency ambulance services are restricted to one provider thereof.

B. The LEMSA shall periodically review the designated EOA and recommend to the board of supervisors changes in the EOA as may be required to assure the policies of this chapter are carried out. The board of supervisors shall, after receiving the recommendation, forward its recommendations regarding the EOA to the LEMSA director.

9.44.044 Requirements for operating an ambulance in a designated exclusive operating area.

A. An emergency ambulance service provider operating or proposed to operate within an EOA shall enter into an authorizing provider agreement with the LEMSA. Such agreement shall delineate the responsibilities, conditions, stipulations and performance standards upon which their authorization to provide such services shall be contingent.

B. The LEMSA director, in consultation with the LEMSA medical director, shall approve a dispatch protocol whereunder all calls for ambulance transportation shall be prioritized and ambulance dispatch coordinated so that ambulance coverage to all exclusive operating areas is achieved. The ambulance service shall observe and follow this protocol.

9.44.046 Selection of ambulance services in exclusive operating areas.

A. Periodically, at a time interval determined by the LEMSA and in accordance with state regulations and guidelines, and the state EMSA's responsibility to review and approve procurement documents consistent with its legal authority, the LEMSA shall undertake a competitive process to select the ambulance service provider

for any EOA established within the county. The LEMSA shall enter into a performance-based provider agreement with the selected ambulance service provider.

B. The procurement process and documents used in the procurement shall provide for a definitive process for protests and appeals. Only entities, which were non-successful Proposers, shall have standing to file Protests. Upon receipt of the Protest, the LEMSA director will convene, at the earliest possible convenience, meeting(s) between the Protester and appropriate LEMSA staff to seek informal resolution and/or clarify the issues. If informal resolution is not achieved, the LEMSA director shall forward the Protest to the hearing officer designated by the board of supervisors for the hearing of any Protests filed in connections with the procurement. The decision of the hearing officer shall be final.

C. A competitive process may be initiated at any time that a current EOA provider fails to meet the requirements of its provider agreement with the LEMSA and formal action is taken by the director to terminate said agreement as provided therein. Protests shall be filed with the LEMSA director within the timeframes specified in the procurement documents.

9.44.050 Right of inspection.

A. The director of the LEMSA or his/her designee shall have the right to perform unannounced inspections of the ambulance or convalescent transport vehicle(s), and/or equipment, of any applicant for a license, or of a licensee, during normal business hours for the purpose of determining compliance with the provisions of this chapter, and/or any other applicable state, federal or local laws or regulations. No new ambulance units shall be placed in service prior to a satisfactory inspection performed by the LEMSA.

B. The director of the LEMSA or his/her designee shall have the right to inspect any and all records of ambulance or convalescent transport providers to ensure compliance with the provisions of this chapter, and/or any other applicable state, federal or local laws or regulations.

C. The LEMSA director shall inform the EMCC of any incident wherein a licensee has been deemed to be substantially out of compliance with the provisions of this chapter and has failed to take corrective action after being requested to do so by the LEMSA director.

9.44.060 Requirement of county ambulance license.

It is unlawful for any person or entity to engage in, or represent themselves to be engaged in, the ambulance service business, or to provide emergency ambulance service unless such person or entity has executed an authorizing provider agreement with the LEMSA and been issued and possesses a valid emergency ambulance service

license issued by the LEMSA pursuant to this chapter and applicable federal and/or state laws and regulations.

9.44.070 Litter van transportation services.

Persons requiring non-emergency litter van transportation services, as defined in Title 22, Division 3, Sections 51151.3 and 51151.4, may be transported by a convalescent transportation service provider when the provider is licensed pursuant to this chapter and is in compliance with Title 22, Division 3, Section 51231.1 and the policies of the LEMSA regarding such operations.

9.44.075 Wheelchair transportation services.

Persons requiring non-emergency wheelchair transportation services, as defined in Title 22, Division 3, Sections 51151.5 and 51151.6, may be transported by a convalescent transportation service provider when the provider is licensed pursuant to this chapter and is in compliance with Title 22, Division 3, Section 51231.2 and the policies of the LEMSA regarding such operations.

9.44.080 Requirement of county convalescent transport license.

Unless exempted under the provisions of this chapter, it is unlawful for any person or entity to engage in, or represent themselves to be engaged in, the transportation of convalescent patients within the county, unless such person or entity has been issued and possesses a valid Merced County convalescent transport license issued by the LEMSA pursuant to this chapter.

9.44.090 Penalty for operating an ambulance service or convalescent transport service without a license.

Any person or entity required by this chapter to possess an ambulance, or convalescent transport license which, respectively, operates an ambulance service or convalescent transport service, or who transports a person needing ambulance or convalescent transportation, without a valid ambulance or convalescent license issued pursuant to this chapter is guilty of a misdemeanor, the penalty for which shall not exceed six (6) months in jail or a fine of one thousand dollars (\$1000.00), and/or an infraction, the penalty for which shall be a fine, to be assessed and levied by the LEMSA, equal to the total amount charged by the person or entity for all transports made while the person or entity was not licensed.

9.44.095 Licensing exceptions.

A. The licensing requirements of this chapter shall not apply to an owner or operator of an ambulance or convalescent transport vehicle or to a driver or attendant thereof, when:

1. The ambulance or convalescent transport business or service is rendering assistance to licensed ambulances or convalescent transport vehicles during a major catastrophe or emergency and the licensed ambulances of the county are insufficient or unable to cope with the emergency medical needs of county residents and/or visitors.

2. The ambulance or convalescent transport vehicle or ambulance or convalescent transport service is operated by an agency of the United States or the county of Merced.

B. In addition, any person or entity required to be licensed pursuant to this chapter who is under the jurisdiction of another LEMSA and who provides only intermittent services within Merced County, may apply to the LEMSA for an exemption from the licensing requirements of this chapter. If, in the judgment of the LEMSA, the operations of the applicant within Merced County are not significant enough to warrant the issuance of a license under this chapter, in such instances, the LEMSA Director may grant an exemption from the license requirements of this chapter.

9.44.100 Licenses for existing ambulance or convalescent service.

Any person or entity licensed to provide ambulance services or convalescent transport services at the time the ordinance in this chapter is enacted, shall, within ninety (90) days after the effective date of said ordinance, comply with all applicable provisions of this chapter. Any violation of any of the standards or other regulatory provisions set forth in this chapter, or of any federal or state law or regulation, during the above ninety (90) day period, may be grounds to deny the issuance or reissuance of a license sought pursuant to this chapter.

9.44.105 Licensing/permits for special event medical coverage.

Any person or entity providing medical coverage at special events within Merced County utilizing ambulances or personnel licensed or certified in accordance with the Health and Safety Code, Division 2.5 shall ensure that they are licensed in accordance with and are in compliance with the policies and procedures of the LEMSA regarding such special event operations.

9.44.110 License application/fee.

A. Application for an ambulance license or convalescent transport license shall be made by providing such information and data as may be required by the LEMSA on forms supplied by that agency and paying to the LEMSA a license application fee, as established by an ordinance passed by the board of supervisors.

1. Providers operating under an authorizing contract with the LEMSA that perform services infrequently within this jurisdiction, and whose services are considered to be critical to the provision of emergency medical services, may make a request to the

LEMSA director for a waiver of the above referenced license fee. The director shall either grant or deny the request for waiver.

B. The LEMSA shall issue the appropriate license to the applicant if the LEMSA determines, upon reasonable investigation and inquiry, that the applicant, its personnel, equipment, vehicles and proposed areas of service meet the requirements of this chapter, and all applicable federal, state and/or local standards or regulations and are not in conflict with the provisions of existing EOA specifications.

C. All licenses issued under this chapter by the LEMSA shall be valid until revoked or voluntarily surrendered, as long as the licensee pays to the LEMSA an annual license renewal fee, as established by ordinance passed by the board of supervisors of Merced County and remains in compliance with all contractual requirements and federal, state and local laws, regulations and policies and procedures.

D. Annually, the LEMSA shall review the performance of all licensees and shall conduct whatever further inquiry or investigation it deems appropriate to determine whether the licensee's operations, personnel, equipment, and vehicles continue to be in compliance with the policy and requirements of this chapter, their contractual agreement with the LEMSA, and all applicable federal, State and local laws, standards and regulations.

E. If the LEMSA determines that a licensee has not been, or is not, in substantial compliance with this chapter, their contractual agreement with the LEMSA and/or all applicable, federal, state and local laws and regulations, the LEMSA shall take whatever steps it deems necessary, including license revocation, to address the licensee's deficiencies. In such event, the licensee shall have the appeal rights set forth in this chapter or their contractual agreement with the LEMSA.

F. Nothing in this chapter is intended to, and shall not, prevent the LEMSA from revoking a license issued pursuant to this chapter if the LEMSA director determines that the continued operation by the licensee threatens or jeopardizes the public health and safety in Merced County.

9.44.120 Standards—Vehicles/equipment.

A. Standards for Ambulances and Equipment.

1. All vehicles and equipment utilized in the provision of emergency medical care, treatment and transportation within the county shall meet the applicable requirement of this chapter and all applicable federal, state and local regulations, statutes, policies and procedures. No license may be issued until the LEMSA determines the vehicle and equipment used, or intended to be used, by the applicant or licensee and the providing of emergency medical care, treatment and transportation meets the requirements of this chapter and all applicable federal, state and local regulations, statutes, policies and procedures.

B. Standards for Convalescent Transport Service Vehicles.

1. All vehicles and equipment utilized in the provision of convalescent transportation within the county shall meet the applicable requirements of this chapter and the California Code of Regulations. No license may be issued and no existing license renewed, until the LEMSA determines the vehicle and equipment used, or intended to be used, by the applicant or licensee in providing convalescent transport services meets the requirements of this chapter and the California Code of Regulations.

2. Each convalescent transport vehicle in operation in the county shall have two-way communication with the dispatch station. The dispatch station must be staffed and equipped so that immediate contact with the dispatch station may be made at all times during hours of operation.

3. Each convalescent transport vehicle may be inspected by the LEMSA to determine whether the vehicle is in compliance with the provisions of this chapter and any applicable federal, state or local statute, standard or regulation.

4. All convalescent transport vehicles operating in the county shall, as a prerequisite to being licensed by the LEMSA, possess current certificates from the appropriate authority certifying that the vehicles are in compliance with the provisions of the California Code of Regulations.

C. Standards for Critical Care Transport Ambulances (CCTA).

1. For the purpose of this chapter, a CCTA shall be considered an ALS ambulance, subject to the same provisions and restrictions for emergency ambulance service as provided herein. In addition, CCTA provider services shall be in compliance with the policies and procedures required by the LEMSA for their operation.

9.44.130 Standards—Personnel.

A. No provider of emergency ambulance service shall operate within the county and no license will be issued by the LEMSA pursuant to this chapter to such provider, unless:

1. The persons employed or authorized by the provider to operate the vehicles used to provide such services have been licensed or certified by the appropriate licensing or certifying authority to operate said vehicles and possess valid licenses or certificates.

2. The persons employed or authorized to act as attendants in the vehicles providing emergency ambulance services are certified at the paramedic level as that term is defined in Section 1797.84 of the Health and Safety Code.

3. The provider or license applicant has the capability and resources to provide its services at the advanced life support level, unless otherwise allowed by this chapter.

B. 1. No convalescent transport business shall operate within the county and no license will be issued by the LEMSA pursuant to this chapter to such business, unless:

a. All persons employed or authorized to operate the convalescent transport vehicles have a current California drivers license, additional requirements as specified in Title 22, Division 3, Section 51231.2 and any certification required by the California Highway Patrol or special licensing as may be required by the Department of Motor Vehicles.

b. The persons employed or authorized to act as attendants in the vehicles providing convalescent transportation services possess a current American Red Cross first aid and personal safety certificate, or its equivalent, and a valid basic cardiac life support card.

2. Litter van services shall, in addition to the above personnel standards, be required to staff said litter van with a second attendant trained and currently certified as an EMT-1.

3. All convalescent transport businesses shall ensure that their employees with patient contact have a Department of Justice background check performed prior to their employment.

9.44.135 Performance standards.

A. The LEMSA shall establish performance standards for ambulance services operating within the county. Part of the performance requirements will include ambulance response times based on call density (call volume in a defined area), road infrastructure, and the acuity level of the call. The response time performance requirements, density zones (i.e. rural, urban, etc.), and maps of the affected areas will be maintained on file at the LEMSA.

B. The LEMSA shall establish other performance requirements regarding provider reporting, quality improvement activities, etc. These performance requirements will be incorporated in the ambulance provider agreement with the LEMSA.

9.44.140 Insurance standards.

A. No ambulance or convalescent transport service license shall be issued under this chapter, and no ambulance or convalescent transport service shall operate in the county, unless there is at all times in force and effect insurance coverage, issued by an insurance company licensed to do business in the state of California, covering each and every ambulance or convalescent transport vehicle owned or operated by or for, the applicant or licensee, providing for the payment of damages as follows:

1. For injury to, or death of, individuals which injury or death is the result of any cause for which the owner of the ambulance or convalescent transport vehicle would be liable, regardless of whether the ambulance or convalescent transport vehicle was being driven by the owner or his agent;

2. For the loss of, or damage to, the property of another, including personal property, under like circumstances, and under such terms as may be required in regulations promulgated by the LEMSA;

3. For injury or death resulting from malpractice, error, or mistake on the part of the ambulance provider, or convalescent transportation provider, or their employees or agents in rendering or failing to render professional services.

B. Liability policy limits shall not be less than three million dollars (\$3,000,000.00) combined single limit and the policy shall be endorsed naming the county, its officers, agents, and employees and the LEMSA as additional insured's under such policy.

C. In the case of air ambulance operations, liability policy limits shall not be less than twenty million dollars (\$20,000,000.00) combined single limit and the policy shall be endorsed naming the county, its officers, agents, and employees and the LEMSA as additional insured's under such policy.

D. Worker's compensation insurance in a form and amount as required by state law.

E. A certificate of insurance shall be submitted to the LEMSA by the license applicant prior to issuance of any ambulance or convalescent transport service license. The certificate shall show the periods covered, the limits of liability, the expiration date of the policy, and shall state that the insurer shall provide the LEMSA with at least sixty (60) days notice of the cancellation or non-renewal of the policy.

F. In the event a license is issued pursuant to this chapter and thereafter the licensee's insurance coverage is canceled in whole or in part or is not renewed, the license shall be deemed automatically suspended and the licensee shall not operate under said license until the insurance coverage is restored to the levels set forth above.

G. Operation of the ambulance or convalescent transport service during the time the license is suspended pursuant to this section shall constitute an infraction, the

penalty for which shall be the same as set forth in Section 9.44.090, concerning operation without a license.

H. The licensee shall immediately notify the LEMSA of such loss of coverage. If, within sixty (60) days of such cancellation or non-renewal, the licensee has not regained the insurance coverage required by this chapter, the LEMSA director shall revoke the license.

9.44.150 Access to books and records.

A. For the purpose of determining whether a licensee is in compliance with the provisions and policy of this chapter, the standards adopted pursuant thereto, and/or any applicable federal, state or local law or regulation, or the specific provisions of any license issued by the LEMSA, the licensee shall provide to the LEMSA, at the end of each month, a copy of all ambulance or convalescent transport service run reports generated for each run to an acute care facility for inpatient service or to any facility for emergency services during the preceding month.

B. For the purpose of determining the need for special service contracts and the financial requirements thereunder, between the county and/or the LEMSA and any licensee under this chapter, such licensee shall allow the county or the LEMSA, or their designated representatives access, at reasonable times and places, to whatever books and records, financial and/or non-financial, of the licensee that are deemed necessary by the county or the LEMSA or their representative, to determine the costs and revenues, actual or projected, incurred in providing services regulated under this chapter or by Division 2.5 of the California Health and Safety Code.

9.44.160 Notification requirements—Convalescent transport service.

A. If the owner or operator of a convalescent transport service or the driver of, or attendant in, a convalescent transport vehicle has reasonable cause to believe that a patient or prospective patient requires, or will require, during the expected transport, the services of an ambulance, or has reason to believe that said patient is experiencing an illness or injury and has not been evaluated by a licensed physician, he/she shall immediately contact 911 and shall request an ambulance transport of the patient.

1. Under no circumstances shall convalescent transport services transport patients for evaluation of emergent medical conditions to an emergency room setting.

B. The convalescent transport service shall report such incidents, on a form provided by the LEMSA, within forty-eight (48) hours of such occurrence.

C. Failure by any of the persons described in subsection A and/or A(1) of this section comply with the notification requirements set forth therein shall constitute a misdemeanor, punishable in accordance with Chapter 1.28 of the Merced County Code.

9.44.170 Emergency authority in the event of threat to health and safety.

A. In the event the LEMSA director determines that the health and safety of the residents of Merced County is threatened or jeopardized, the director shall take such action as he/she determines is reasonably necessary to alleviate that threat. Such action includes, but is not limited to, temporary relocation, reassignment, or dissolution of exclusive operating areas, and temporary substitution of a dispatch system with another emergency dispatch system, or temporary replacement of emergency ambulance services providers.

B. Before taking any such temporary action, the LEMSA director shall make and document findings concerning his/her decision and the factors leading thereto.

C. When any such temporary order or action remains in effect for more than forty-eight (48) hours any licensee adversely effected thereby shall have the right to appeal the action pursuant to Section 9.44.200(I). A licensee shall have no right of appeal if the temporary action taken by the LEMSA director is terminated within forty-eight (48) hours of its imposition.

9.44.180 License suspension, revocation or denial grounds.

A. Unless an alternate process is specified in a provider agreement between the LEMSA and a provider, the LEMSA director, upon independent investigation may revoke any license issued pursuant to this chapter, or deny the application for same, of any person or entity who has not complied with all the applicable requirements of this chapter, or of Division 2.5 of the California Health and Safety Code, or of Titles 13 and/or 22 of the California Code of Regulations, or any other applicable federal, state, or local law or regulation.

B. The LEMSA may revoke or suspend a license issued pursuant to this chapter if any person authorized or required by such license to provide emergency ambulance service does not provide, or is not lawfully certified to provide, such care at the levels set forth in Section 9.44.130.

C. The LEMSA may deny the application of any person or entity who is not certified, or who does not have employees certified, to provide emergency medical care at the levels set forth in Section 9.44.130.

D. The LEMSA may revoke or suspend any license issued under this chapter, or deny any application for any license authorized to be issued under this chapter, of any person or entity if any vehicle covered, or to be covered, by such license fails to meet the requirements and standards of this chapter and of any applicable federal, state, or local law or regulation.

E. Emergency Suspension. The LEMSA director may immediately suspend a license for any violation of this chapter or of any applicable state, federal or local law or regulation if the LEMSA director finds that the violation(s) is serious and poses an imminent threat to the public health and safety. Any person or entity adversely affected by such emergency suspension may appeal such action pursuant to Section 9.44.200(I) of this chapter.

9.44.190 Ambulance review board.

A. The EMCC shall appoint an ambulance review board which shall consist of three members and two alternate members, which board shall hear appeals filed by applicants or licensees pursuant to this chapter. In the event of disqualification or other absence of a regular member, one of the alternate members shall sit to hear the appeal.

9.44.200 Hearings.

Except in the case of an emergency or temporary license suspension undertaken pursuant to Section 9.44.180(E), or in the case of licensed ambulance providers when an alternate procedure is specified within their provider agreement with the county, a license issued pursuant to the provisions of this chapter may be suspended or revoked only after the following procedures have been followed:

A. Upon an alleged violation of any of the provisions of this chapter or other applicable laws and/or regulations, the LEMSA shall file with the ambulance review board a notice of intent to revoke, suspend or modify license. This notice shall include:

1. A statement of charges, specifying that acts or omissions alleged to constitute the violation(s) has occurred, and a reference to the sections of this chapter or other law or regulation alleged to have been violated;

2. A recommendation by the LEMSA director whether to revoke, suspend, or modify the license in question and a statement of reasons for such recommendation.

3. A statement outlining the appeal process.

B. Within five working days of receipt of the notice of intent, the ambulance review board shall serve a copy of the notice of intent upon the effected licensee by certified or registered mail addressed to the licensee at the place of business as shown on the license application. Service of the notice shall be completed when the notice of intent is deposited in the mail as set forth above.

C. If the licensee wishes to appeal the proposed action, the licensee shall, within ten (10) days after service of the notice of intent, file a written request for a hearing with the ambulance review board.

D. Upon receipt of a timely request for a hearing, the ambulance review board shall arrange a date, time, and place for a hearing on the appeal. Notice thereof

including the names of the ambulance review board members designated to hear the appeal, shall be given by the ambulance review board to the licensee who is appealing the proposed action and the LEMSA, by certified or registered mail.

E. Disqualification of Board Member.

1. The licensee shall have the right to disqualify for cause one member of the ambulance review board prior to the hearing. In such instance, one of the alternate members shall serve in the stead of the disqualified member.

2. In the event of a disqualification of a regular member and no alternate members are available, or if both alternates are already sitting and a regular member is disqualified, the hearing shall, at the licensee's option, either (1) be continued until an alternate member or regular member is available, respectively, to hear the appeal, or (2) the remaining members of the ambulance review board and the appellant shall mutually agree on a third person to sit to hear the appeal.

F. At a hearing of the ambulance review board convened pursuant to this chapter, the board shall hear and consider evidence and argument relevant to the matters alleged by LEMSA director in the notice of intent as may be presented by the licensee and the LEMSA director and his/her designee. In receiving such evidence, the ambulance review board shall not be bound by the statutory laws of evidence but shall, to the degree possible, insure that the evidence it hears is accurate, credible, and truthful.

G. At the conclusion of the presentation of all evidence and argument, the board shall retire to consider the merits of the appeal and shall, within three working days of the hearing, issue a written decision either upholding, vacating, or modifying the action proposed by LEMSA director. The decision shall identify the evidence in support of, and the reason for, the decision rendered. If the ambulance review board has determined that the allegations set forth in the notice of intent are true or substantially true, the board shall direct the LEMSA to revoke, suspend, or modify the license. The determination of the ambulance review board shall be final.

H. If no request for an appeal hearing is received by the ambulance review board from the licensee within ten (10) days after service of the notice of intent or in the event of an emergency suspension, within five days after the suspension, the appeal shall be deemed waived and the charges admitted. The LEMSA may thereupon suspend or revoke the license.

I. Appeals of Emergency Action. In the event a licensee has, and wishes to invoke, the appeal rights set forth in Section 9.44.180(E) of this chapter, the effected licensee shall deliver a written notice of appeal to the LEMSA director within five (5) days after the temporary action of the LEMSA director goes into effect. Upon timely receipt of such notice of appeal, and within three (3) working days therefrom, the LEMSA shall convene a hearing of the ambulance review board which shall proceed in accordance with this section. The ambulance review board shall, within three (3)

working days following the hearing, render a decision upholding, terminating, or modifying the action taken by the LEMSA director, which decision shall be final.

SECTION 2, VALIDITY:

If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Board of Supervisors hereby declare that they would have passed this ordinance, and each section, subsection, sentence, clause, word or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, words, or phrases be declared invalid or unconstitutional.

SECTION E, ENACTMENT:

This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption, and prior to the expiration of fifteen (15) days from the passage and adoption thereof, shall be published in a newspaper of general circulation printed and published in the County of Merced together with the names of the members of the Board of Supervisors voting for and against the same.

The foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Merced State of California, at a regular meeting thereof held on the 5th day of November, 2013, by the following vote:

Supervisors:

AYES:

NOES:

ABSENT:

DEIDRE F. KELSEY, CHAIRMAN
Merced County Board of Supervisors

ATTEST:

JAMES L. BROWN
Clerk of the Board of Supervisors
of the County of Merced

By _____
Deputy

Appendix 3

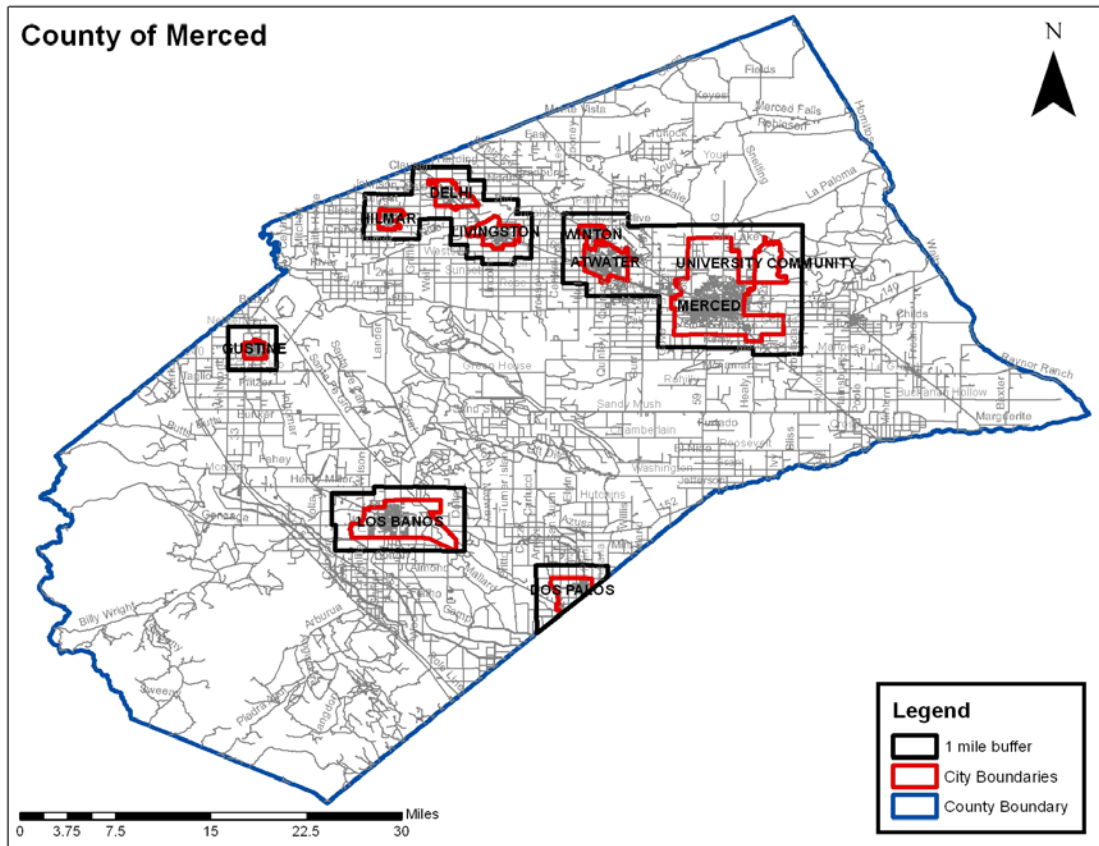
**CALL DENSITY
RESPONSE ZONE
MAPS**

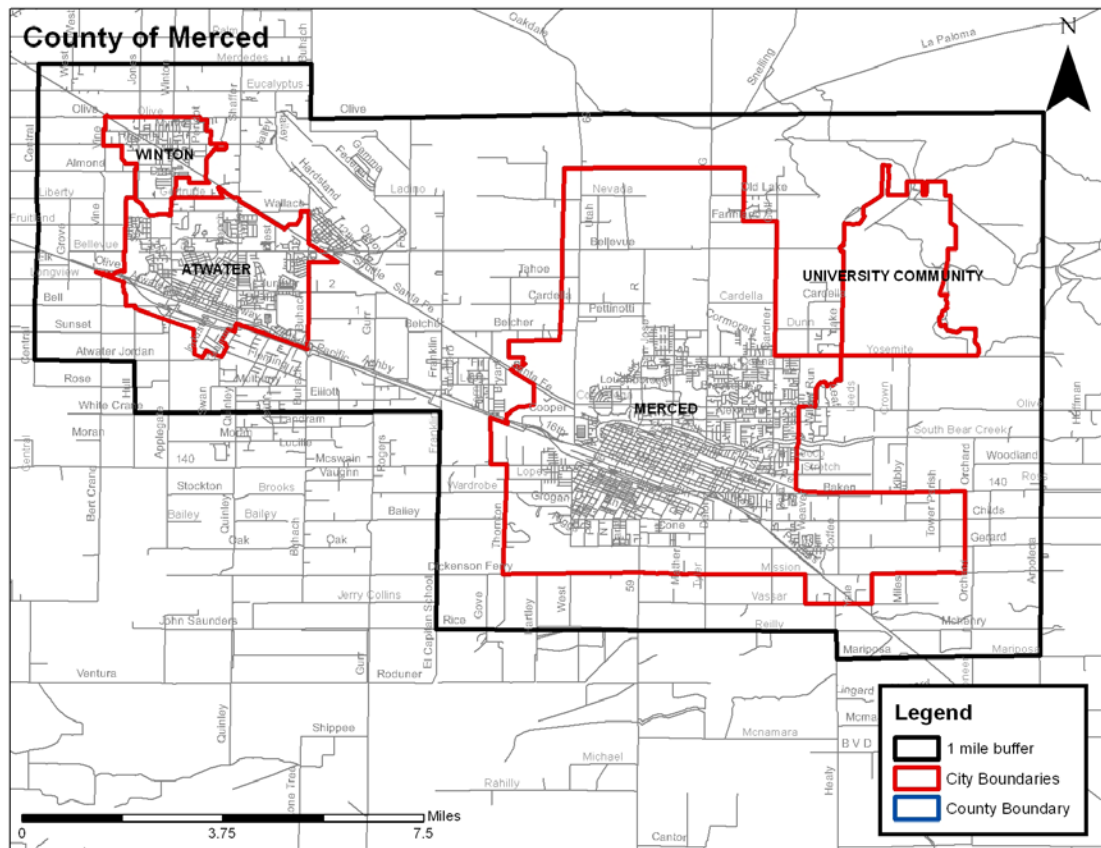
Appendix 3

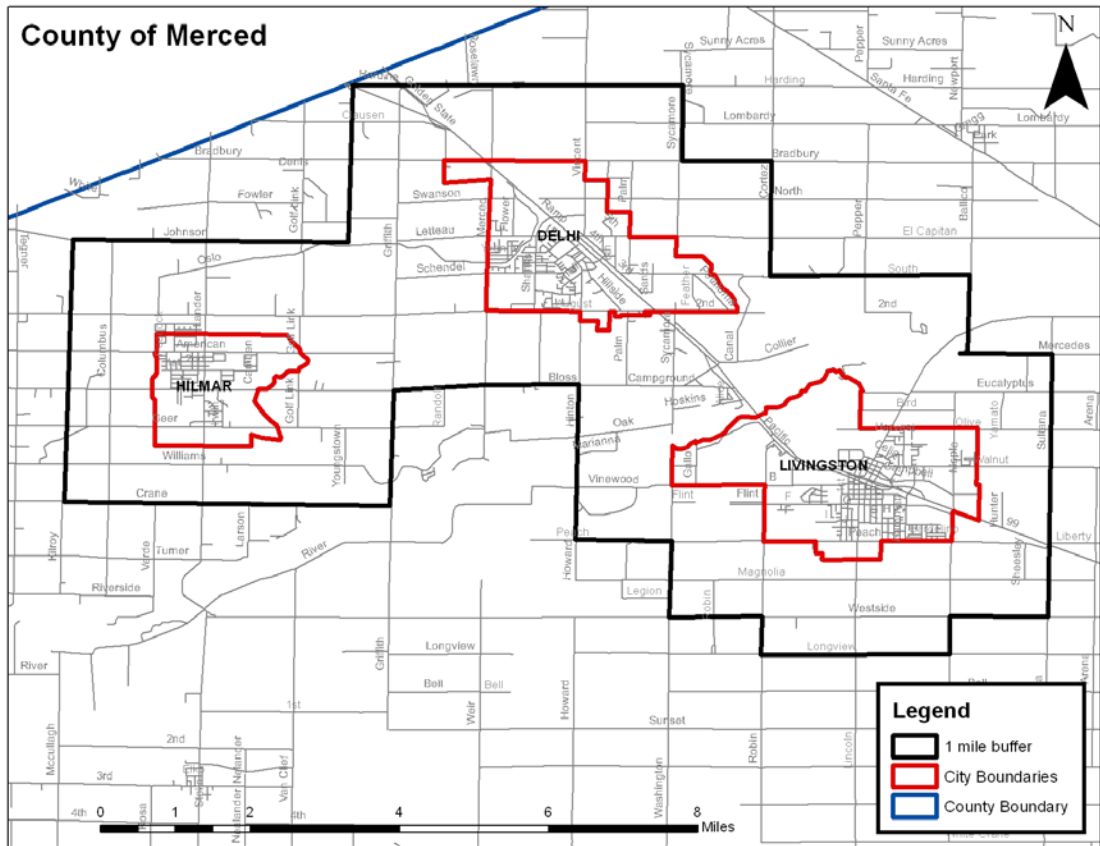
Call Density Response Zone Maps

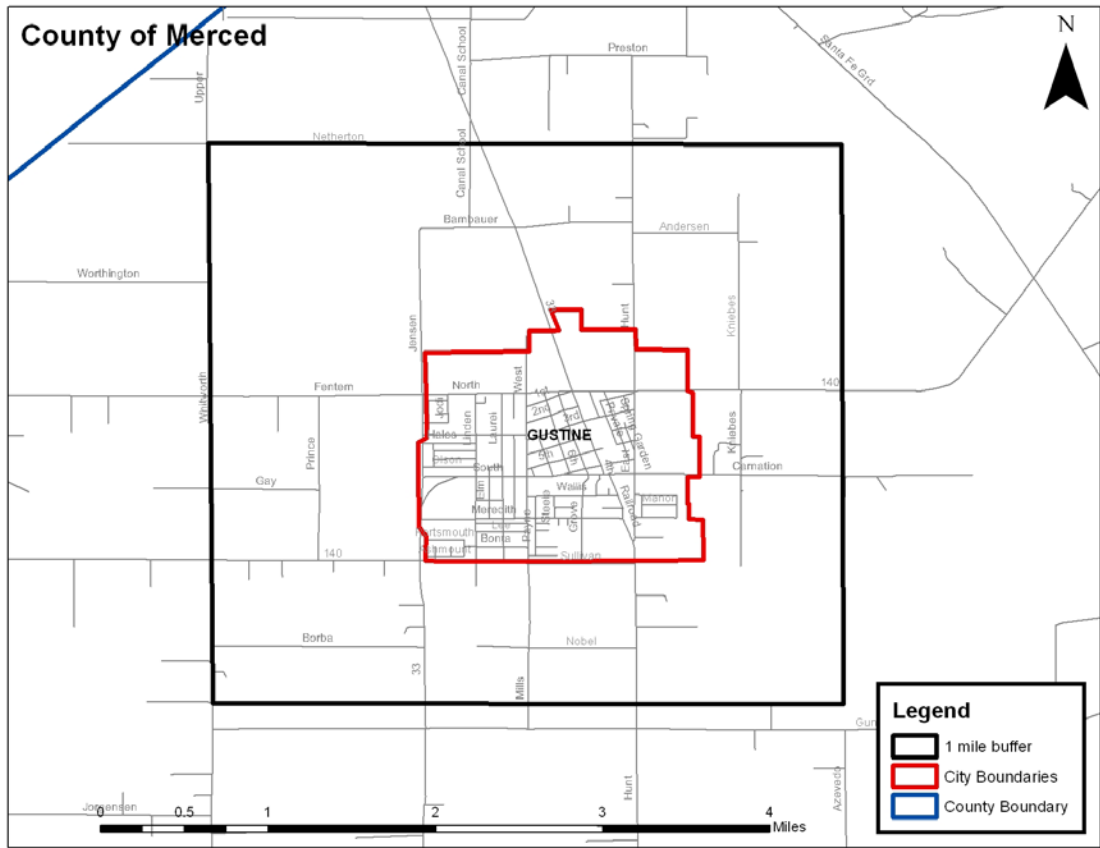
The attached maps identify the High Density Response Zones throughout the County. When the boundary of the high density zone corresponds with a roadway, locations immediately adjacent to the roadway on both sides are considered included in the High Density Response Zone.

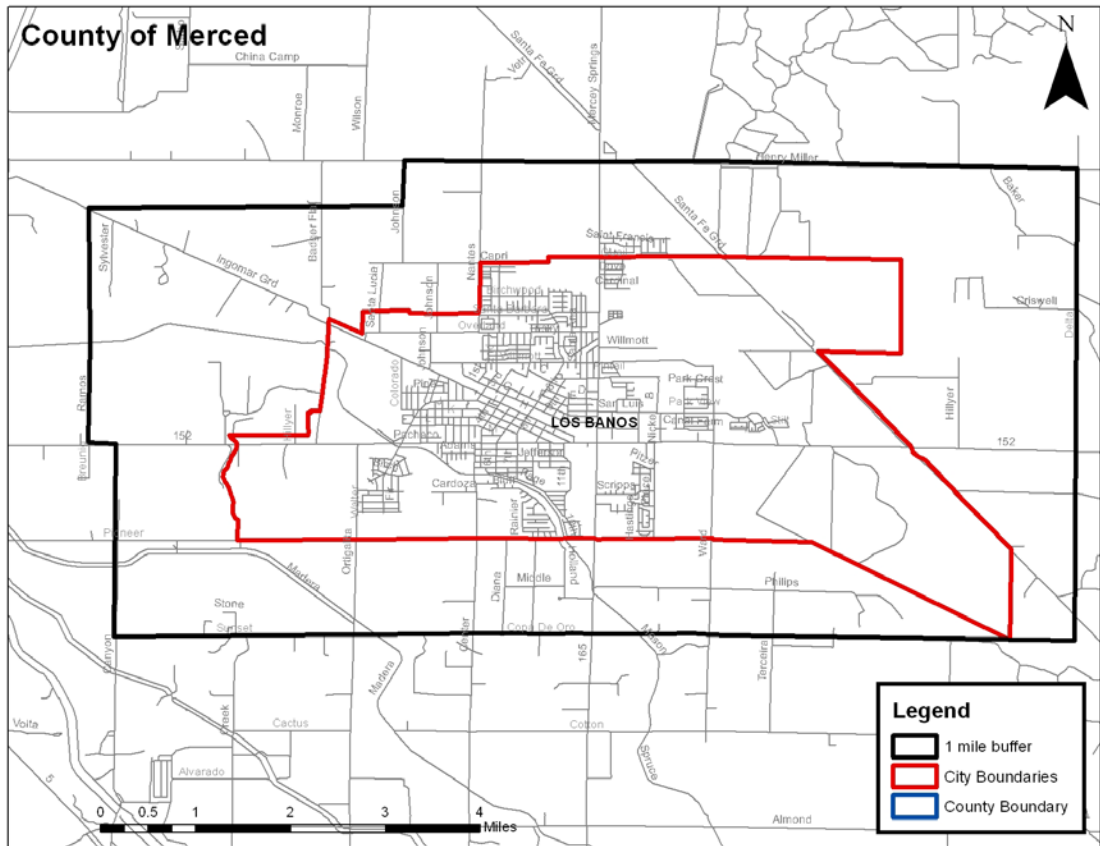
From time to time, as the EMS Agency deems it appropriate, the EMS Agency shall adjust the High Density Response Zones to reflect changes in the corporate limits of a municipal boundary. The EMS Agency shall give CONTRACTOR written notice of such adjustments and upon CONTRACTOR's receipt of such notices, such adjustments shall be deemed to be automatic amendments to this Agreement, and are incorporated herein by such reference.

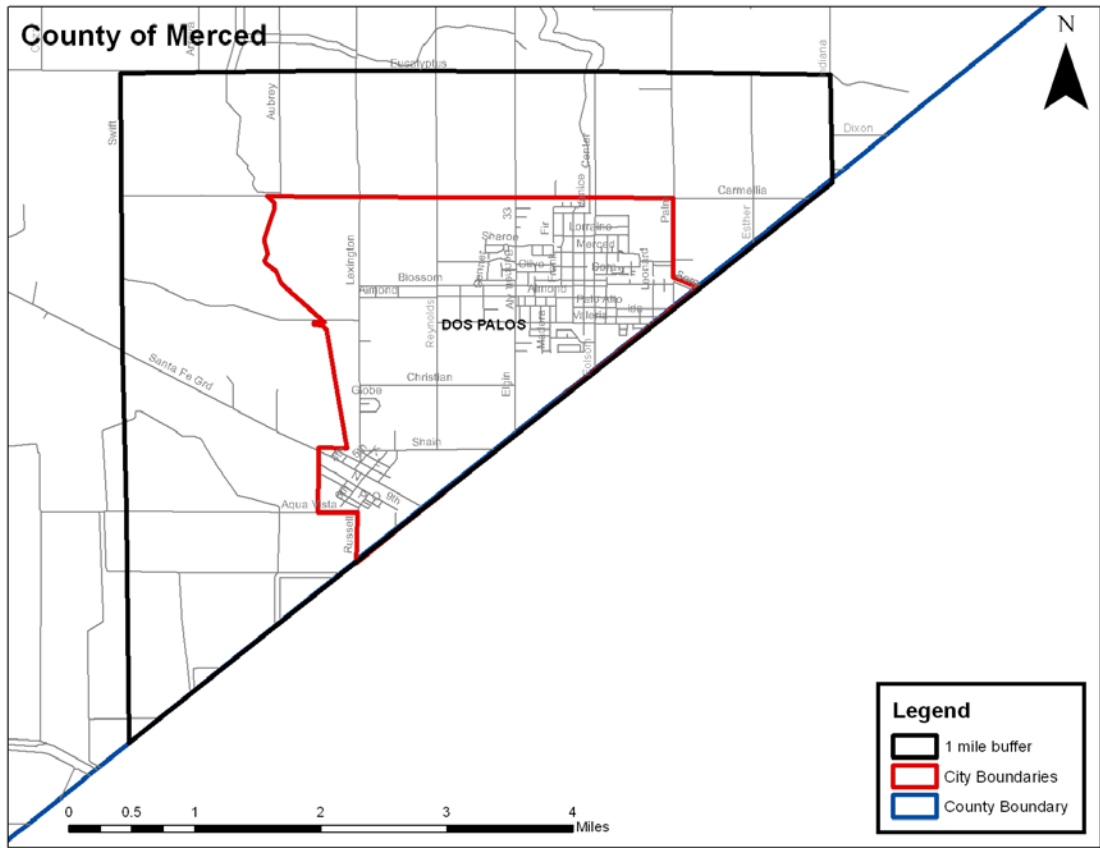












Appendix 4

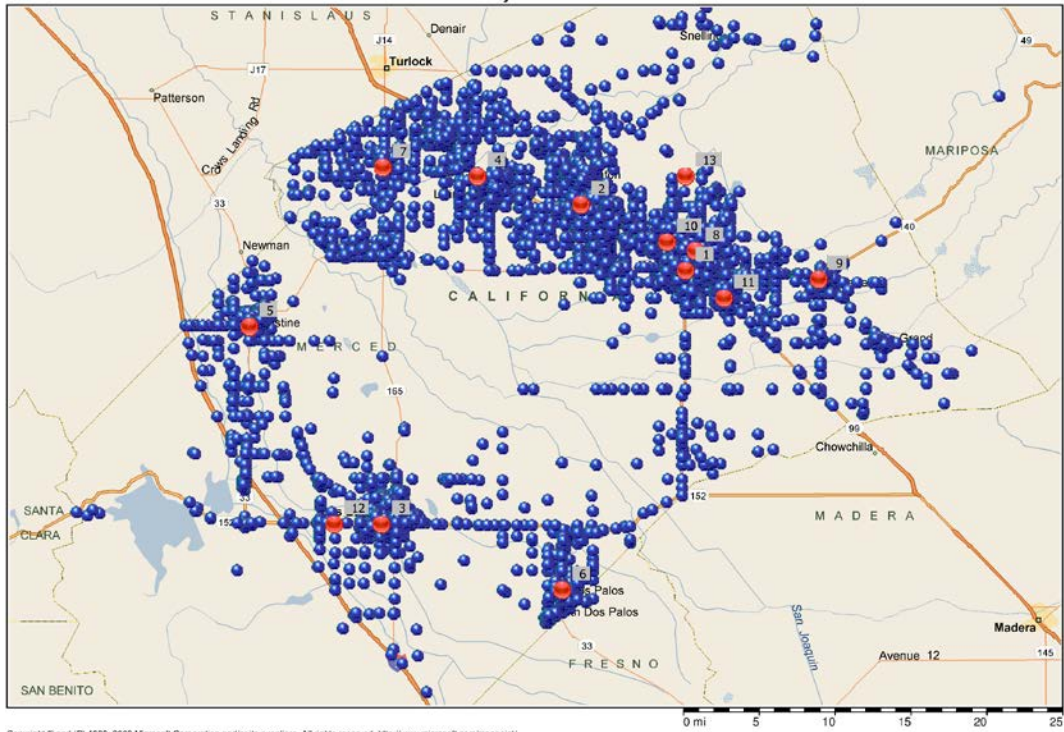
CALL ANALYSES

Appendix 4

Call Analyses

The included plotted map shows the location and incidence of emergency calls within the County. The associated post plan includes the results of an algorithm that identifies potential post locations to cover the call demand.

Merced County PostPlan - Level 13



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Appendix 5

CURRENT AMBULANCE RATES

Appendix 5

Merced County Current Approved Ambulance Rates

Advanced Life Support (ALS) Base Rate-----	\$2,000
Basic Life Support (BLS) Emergency Base Rate-----	\$1,500
Basic Life Support (BLS) Non-Emergency Base Rate-----	\$1,375
Critical Care Transport (CCT) Base Rate -----	\$3,500
Mileage per Loaded Patient Mile-----	\$45.00

Appendix 6

PROCUREMENT TIMELINE

APPENDIX 6

PROCUREMENT TIME LINE

Date	Activity
February 27, 2014	RFP Released
March 14, 2014	Written Questions/Clarifications Due
March 21, 2014	Proposers' Conference
March 28, 2014	Clarification Addendum to RFP Distributed
April 15, 2014	Proposals due at 4 p.m. and Public Proposal Opening
April 30, 2014	Proposer presentations
May 30, 2014	Contract negotiations completed
December 1, 2014	Startup of new contract

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
TOTAL			\$	\$

APPENDIX 7 – PRO FORMA BUDGET

ANNUAL EXPENSES

Personnel

Paramedics

Wages \$ _____

Benefits \$ _____

EMT-I's

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 Merced County EMS Agency to provide emergency medical ground ambulance and secondary PSAP services to persons requesting said service throughout the County of Merced.

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 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 Merced, Attn: Health Department, with a copy to the Department of Administrative Services, before the commencement of any work under this Contract.

5.1.1. Commercial General Liability for limits not less than three million dollars(\$3,000,000) combined single limit for bodily injury, personal injury and property damage for each occurrence and five million dollars (\$5,000,000) general aggregate. The policy shall be endorsed with the following specific language or contain equivalent language within the policy:

"Merced County their officers, agents, employees and volunteers are named as additional insured using form CG 2026 or equivalent broad form, for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the entity's liability."

"The insurance provided herein is primary coverage to Merced County with respect to any insurance or self-insurance programs maintained by the County."

- 5.1.2. Automobile Liability covering the type of vehicle operated under this proposal for limits not less than three million dollars (\$3,000,000) combined single limit for bodily injury and property damage for each occurrence, which may be satisfied through plus excess and/or umbrella liability insurance as described herein. Coverage shall include owned, non-owned, and hired automobiles.

The County and its officers, employees and agents shall be endorsed to above policy(ies) as Additional Insured using form CG 2026 or equivalent broad form, for such liability as may be incurred in the performance of any Contract resulting from this proposal.

- 5.1.3. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000.00 per occurrence. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

- 5.1.4. Medical Malpractice-Professional Liability for all applicable activities of the Contractor arising out of or in connection with this Agreement for limits not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) general aggregate, covering Contractor's wrongful acts, errors and omissions. The limits of this policy apply separately to this contract. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement and shall maintain tail insurance in effect for not less than two (2) years following completion of performance of this Agreement.

- 5.1.5. The COUNTY requires insurance carriers to maintain during the contract term, a Best Key Rating of A: VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

- 5.1.6. Each of the required policies, noted above, shall be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation. The COUNTY is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful Bidder to furnish insurance during the term of any contract resulting from this proposal. The insurance requirements and limits of the

insurance provisions of this contract/agreement shall not be construed to limit any liability of the CONTRACTOR.

5.1.7 Failure to Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverage required herein, COUNTY may, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, assess liquidated damages, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from the contractor.

Appendix 10

**STANDARD COUNTY
CONTRACT**

**AGREEMENT FOR SPECIAL SERVICES
(CONTRACTOR)**

**MERCED COUNTY
CONTRACT NO. _____**

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and (name of contracting company or individual; specify the type of organization such as - government agency, individual, corporation, partnership, i.e. "California Skilled Nursing and Care Company", a California Corporation), located at (Street Address, Suite No., City, State) (hereinafter referred to as "Contractor").

WHEREAS, County desires to contract with Contractor for special services which consist of (list the type of services you desire to contract for); and

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services in connection with (list type of services to be rendered) pursuant to (include any government code sections that may be applicable to this agreement); and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide (list type of services to be rendered) services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. Contractor's services include, but are not limited to, the following:

- A. (describe in detail the service to be performed by Contractor)
- B. _____

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A - (i.e., County's Request for Proposal, Statement of Work, etc.)

Exhibit B - (i.e., Contractors Responding Proposal, Proposed Budget, etc.)

Exhibit C - (i.e., Related Documentation)

2. TERM

The term of this Agreement shall commence on the ____ day of ____, 20____, and continue until the ____ day of _____, 20____, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. COMPENSATION/ PENALTIES/ INCENTIVES/ SECURITY BONDS

Language will be inserted upon award of the RFP.

4. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o

Contractor

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

5. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COUNTY arising from this Agreement shall be immediately discharged. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash funding becomes available.

6. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by County. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

7. TERMINATION FOR CAUSE

The County may terminate this Agreement and be relieved of making any payments to Contractor, and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the County may proceed with the work in any manner deemed proper by the County. All costs to the County shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to the County provided by law.

8. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

9. INSURANCE

A. Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming County as an additional insured on each policy. The insurance carrier shall be required to give County notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Contractor has

a SIR, and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR.

1. Commercial General Liability: \$3,000,000 per occurrence and \$5,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
2. Automobile Liability: Automobile Liability covering the type of vehicle operated under this proposal for limits not less than three million dollars (\$3,000,000) combined single limit for bodily injury and property damage for each occurrence, which may be satisfied through plus excess and/or umbrella liability insurance as described herein. Coverage shall include owned, non-owned, and hired automobiles.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.

5. Medical Malpractice-Professional Liability for all applicable activities of the Contractor arising out of or in connection with this Agreement for limits not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) general aggregate, covering Contractor's wrongful acts, errors and omissions. The limits of this policy apply separately to this contract. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement and shall maintain tail insurance in effect for not less than two (2) years following completion of performance of this Agreement.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.

2. Each of the above required policies shall be endorsed to provide County with 30 days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

10. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, 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, sub-Contractors 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 County. This duty shall arise at the first claim or allegation of liability against 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.

11. PATENT INDEMNITY

The awarded Bidder shall hold the County, its officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Bidder may also be required to furnish a bond or other indemnification to the County against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

12. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security=income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, sub-Contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

13. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

14. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of County and upon request of County shall be delivered to County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by County.

15. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

16. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

17. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option of participating in this agreement at the same prices and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

18. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

19. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than Contractor.

20. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and County, their sub-grantees, Contractors, or sub-Contractor, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

21. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to Contractor constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

22. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

23. SUBCONTRACTS - ASSIGNMENT

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

25. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, County shall have all remedies available to it both in equity and/or at law.

26. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may itself perform, or cause the

performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the County by law or as otherwise stated in this Agreement.

27. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

28. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

29. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any sub-Contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

30. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

31. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

32. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

33. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

County of Merced

(Name of Individual/Company)

By _____

By

(Name)

(Name)

(Title of Individual)

(Title of Individual)

Dated

Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By _____

Dated

Appendix 11

PRICE SHEET

APPENDIX 11

PRICE SHEET: PATIENT CHARGES

1. Patient Charges shall be submitted on this exhibit in **Table 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. Merced 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 Table A the base rates applicable for ALS non-emergency transports and for BLS non-emergency transports.
4. The patient charges quoted in **Table 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. Contractor shall comply with fee schedule and rates proposed in response to this RFP and approved by the Merced County EMS Agency.

Table 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

RFP.

FIRM: _____

SIGNATURE: _____

DATE: __/__/____

PRINTED NAME: _____

TITLE: _____

