



REQUEST FOR PROPOSALS

EXCLUSIVE OPERATOR FOR 9-1-1 EMERGENCY ADVANCED LIFE
SUPPORT AMBULANCE TRANSPORT SERVICES FOR AN EXCLUSIVE
OPERATING AREA (OR AREAS) WITHIN CALAVERAS COUNTY
RFP# MVEMSA-2020-3



The Mountain-Valley Emergency Medical Services Agency (MVEMSA) on behalf of the Calaveras County Board of Supervisors, invites experienced and qualified organizations to submit proposals to provide 9-1-1 Emergency Advanced Life Support (ALS) Ambulance Transport Services for the North and South EOAs within Calaveras County.

MVEMSA is designated by the Calaveras County Board of Supervisors, pursuant to California Health and Safety Code, Section 1797.200, as the County’s Local EMS Agency by virtue of the County’s membership in the Agency’s Joint Powers Authority. The successful Proposer(s) will be granted a contract for exclusive market rights for 9-1-1 emergency ALS ambulance transport services for an initial period of five years. The start date for the service will be January 1, 2021 at 00:01 AM, Pacific Time.

MVEMSA and Calaveras County EMS system stakeholders are looking for a 911 emergency ALS ambulance transport partner to join their system and bring innovative solutions to all areas within the North and South EOAs focused on providing the highest quality patient care.

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

Solicitation Number	MVEMSA-2020-3	Time
Proposal Document Available	May 27, 2020	9:00 AM
Deadline for Written Questions	June 10, 2020	1:00 PM
Proposers Conference, Response to Questions, Amendments to RFP Released (if any)	June 17, 2020	10:00 AM
Letter of Intent Due (via email)	June 24, 2020	4:00 PM
Proposals Due	August 5, 2020	1:00 PM
Time and Place of Response Opening	August 5, 2020	1:30 PM
Oral Presentations	August 19, 2020	9:00 AM
Notice of Intent to Award	August 21, 2020	10:00 AM
Last Day to Protest	August 28, 2020	10:00 AM
Award to Provider	September 8, 2020	1:00 PM
Implementation of Service	April 1, 2021	8:00 AM
MVEMSA Mailing & Meeting Address (for hard-copy communication, proposal submission and proposers conference location)	Mountain-Valley EMS Agency 1101 Standiford Ave., Ste. D1 Modesto, CA 95350	
Authorized Contact Person	Lance Doyle, MBA, Paramedic Executive Director Mountain-Valley EMS Agency	
Authorized Contact Person E-mail	<u>CalRPF@mvemsa.com</u>	

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SECTION I – INTRODUCTION AND BACKGROUND

1.1 INVITATION

The MVEMSA is the local EMS Agency for Calaveras County pursuant to a written joint power agreement (JPA) that include the counties of Alpine, Amador, Calaveras, Mariposa, and Stanislaus. The governing board of the Agency (hereafter Agency Board of Directors) is comprised of one member from the Boards of Supervisors of each member county. Pursuant to the JPA, the Agency is authorized to develop EOAs in the County as mandated in California Health and Safety Code, Section 1797.204.

The Agency hereby solicits Proposals from experienced and qualified organizations to provide 9-1-1 Emergency Advanced Life Support (ALS) Ambulance Transport Services for both the North and South EOAs within Calaveras County. The East EOA is serviced by the Ebbetts Pass Fire Protection District and is not a part of this solicitation. The intent of this RFP is to select the winning Proposer to provide Ambulance Services to both EOAs and to provide Interfacility Transport (IFT) services in the North Zone for an initial period of five (5) years. The start date for the service will be January 1, 2021, at 00:01 a.m., Pacific Time.

MVEMSA may extend the Contractor's agreement for one additional five (5) year period based on Contractor's performance in meeting and or exceeding the performance standards outlined in the Agreement.

1.2 SCOPE OF SERVICES

This RFP, its provisions and exhibits, constitute a Request for Proposal for two (2) EOA's serving Calaveras County. The operation of an emergency ambulance service shall include requirements for staffing and performance for services that require the use of an ambulance.

All the following ambulance requests originating in the North and South EOAs shall be referred to the holder of the EOA Agreement for each exclusive area. The Contractor shall provide all responses and ground transports based upon a System Status Plan. Such requests include:

- A. 9-1-1/PSAP requests.
- B. Requests for immediate ambulance service transmitted through the Authorized EMS Dispatch Center.
- C. Requests for emergency ambulance service made directly to the ambulance service without going through an authorized 9-1-1/PSAP.
- D. All ground interfacility transports requiring the services of an ALS, BLS ambulance for the North Zone.
- E. The North Zone provider has the first right of refusal for CCT IFT.
- F. Requests for mutual aid by the Authorized EMS Dispatch Center.
- G. Requests for stand-by's such as working fires, hazardous materials incidents, hostage/SWAT events.

The Proposer's scope of service is summarized as follows:

- A. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Proposer for emergency response must be at the ALS level. In the future, MVEMSA may establish a tiered BLS and ALS ambulance response system using priority dispatch protocols approved by the MVEMSA Medical Director. Clinical performance must be consistent with all MVEMSA policies and approved medical standards. The conduct and appearance of Proposer's personnel must always be professional and courteous. Services will be provided according to the MVEMSA's Policies and Procedures as are or may be established or as developed or promulgated as part of this RFP.
- B. Services and care delivered must be evaluated by the Proposer's internal quality improvement program and as necessary, through the MVEMSA's quality improvement program in order to improve and maintain effective clinical performance. The Proposer(s), if awarded, must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute

minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This procurement process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive contract(s) that fails to perform to the standards required may be found to be in breach of their agreement and promptly replaced in order to protect the public health and safety.

C. The Proposer must accept responsibility for all BLS and ALS interfacility transfers occurring within that EOAs as the exclusive IFT provider. This requirement may be met through subcontracting if approved by MVEMSA. Both the provider and subcontractor if applicable, must meet the requirements below:

1. Proposer must agree to enter into an agreement with Mark Twain Medical Center.
2. Be available in a timely manner with the appropriate level transport determined by the hospital.

D. ALS Level of Care

The exclusive holder for each EOA will provide ALS level of care for all requests for 9-1-1 Ambulance Services included within the exclusive area except as provided in Section 6. A BLS IFT level of care may be provided when such level is determined by the hospital as adequate to meet the needs of a patient to be transported.

1.3 PROPOSED ENHANCEMENTS TO THE CALAVERAS COUNTY EMS RESPONSE SYSTEM

MVEMSA and the County of Calaveras reviewed the current EMS system and has embraced the following priorities supported by the Institute for Health Improvement (IHI), Triple Aim, which provides a framework for optimizing health system performance that will form the foundation for this RFP. There are three components to the Triple Aim:

1. Improve the experience of care
2. Improve the health of populations
3. Reduce the per capita cost of healthcare

Additionally, the MVEMSA supports:

1. An EMS System focused on patient outcomes
2. Provider financial stability
3. Quality training for all EMS providers

MVEMSA is focused on scientific evidence based clinical initiatives to enhance patient care. The intent of this RFP and any subsequent agreement is to implement a system dedicated to improving patient outcomes. This will require sufficient staff for performance improvement activities at all levels of patient interaction including inter-agency education and training. MVEMSA anticipates that the proposer will embrace data analytic programs such as FirstWatch surveillance platform, will be an active participant in the Cardiac Arrest Registry for Enhanced Survival CARES program, and will ensure standards identified in the EMS Authority's Core Measures program are adopted including any subsequent quality improvement initiative that improves patient outcomes.

MVEMSA acknowledges there are difficult to reach urban response areas surrounded by contiguous rural and wilderness zones. Proposers are encouraged to consider ways to improve response times and strengthen the health and welfare of community members in those remote urban areas. The awarded Proposer shall participate in joint County and MVEMSA efforts to access grant and other potential funding opportunities or other methods to achieve this goal. Participation may include workgroups, grant writing, application to local/state and federal programs that may support this initiative.

To achieve a high performing EMS program, the system must be financially sustainable over the term of the agreement and subsequent extensions. MVEMSA intends to work closely with the awarded Proposer and stakeholders to provide adequate oversight and monitoring utilizing the FirstWatch/First Pass surveillance platform for EMS providers for response time and clinical performance requirements. Any recommendations identified as part of this RFP must be paid for by Proposer.

1.4 GENERAL REQUIREMENTS AND GOVERNING DOCUMENTS

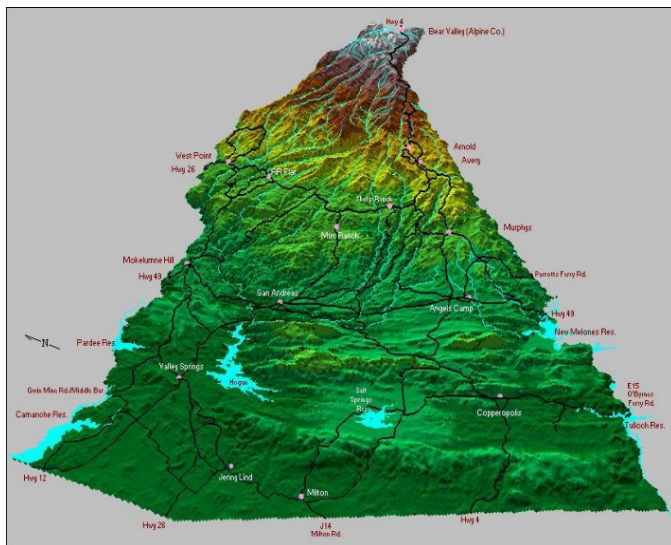
In addition to establishing EOAs, the Agency may establish policies, procedures, and protocols that govern the operation of ambulance services within the County. The requirements for service to the County EOA(s) include the following: California Statutes; Contractual standards as stipulated in this RFP and future addendum; County resolutions and ordinances; and, published Agency Policies, Procedures, and Protocols and any amendments thereto, which may be found at <http://www.mvems.org>. Collectively, these requirements for service are referred to as the “Governing Documents” in this RFP.

1.5 DESCRIPTION OF CALAVERAS COUNTY

Calaveras County is in Central California along the western slope of the Sierra Nevada Mountain Range. The County's boundaries are the Mokelumne River on the north and the Stanislaus River on the south. The County's eastern boundary abuts Alpine County and the western boundary adjoins San Joaquin and Stanislaus Counties.

Total land area of the County is 657,920 acres or 1,041 square miles. The County has one incorporated city, The City of Angels, commonly known as Angels Camp.

The County is approximately 53 miles long from west to east and 20 miles wide from north to south. The western part of the County is characterized by rolling foothills beginning at an elevation of approximately 300 feet. The terrain rises to the east, reaching a peak height of 8,170 feet near the Alpine County border. Deep ravines and steep ridges are found between the foothills and the higher mountains.



Climate

The County's climate lies in a transitional zone between the Sierra Nevada mountain range and the San Joaquin Valley. Climate varies significantly due to great differences in elevation. Temperatures in the higher country range from the low 20's to the middle 80's. The lower foothills range in temperature from the low 30's to the high 90's, exceeding 100 degrees at times during the summer months. Rainfall generally increases with altitude, and snow accounts for much of the precipitation in elevations above 3000 feet.

History

Lands in the County were first used by the Miwok and Washoe tribes. The lower part of the County was later used by settlers to raise cattle. The discovery of gold along the mother lode in the 1850's and 1870's resulted in the historic towns that, to a large extent, still serve as the County's main town sites. Changes in land use after the end of the Gold Rush were relatively minor, until the growth of outdoor recreation beginning in the 1960's. Visitors seeking recreation and open space have created major changes in the area's economy and land use patterns. The development of subdivisions, for both seasonal and permanent homes, has resulted from these demands.

Economy

The County's economy is generated from six primary areas: tourism and recreation; forest products; mineral extraction and processing; agriculture; private business; and the public sector. The scenic and recreational attributes of the County make the tourism and recreation industries an extremely valuable part of the County's economy. The Stanislaus National Forest, Big Trees State Park, historic Gold Rush towns, rivers and reservoirs, and the rural character of the County attract visitors as well as new residents. Proximity to the Bear Valley Ski Resort, just across the Alpine County line, provides excellent winter sports opportunities.

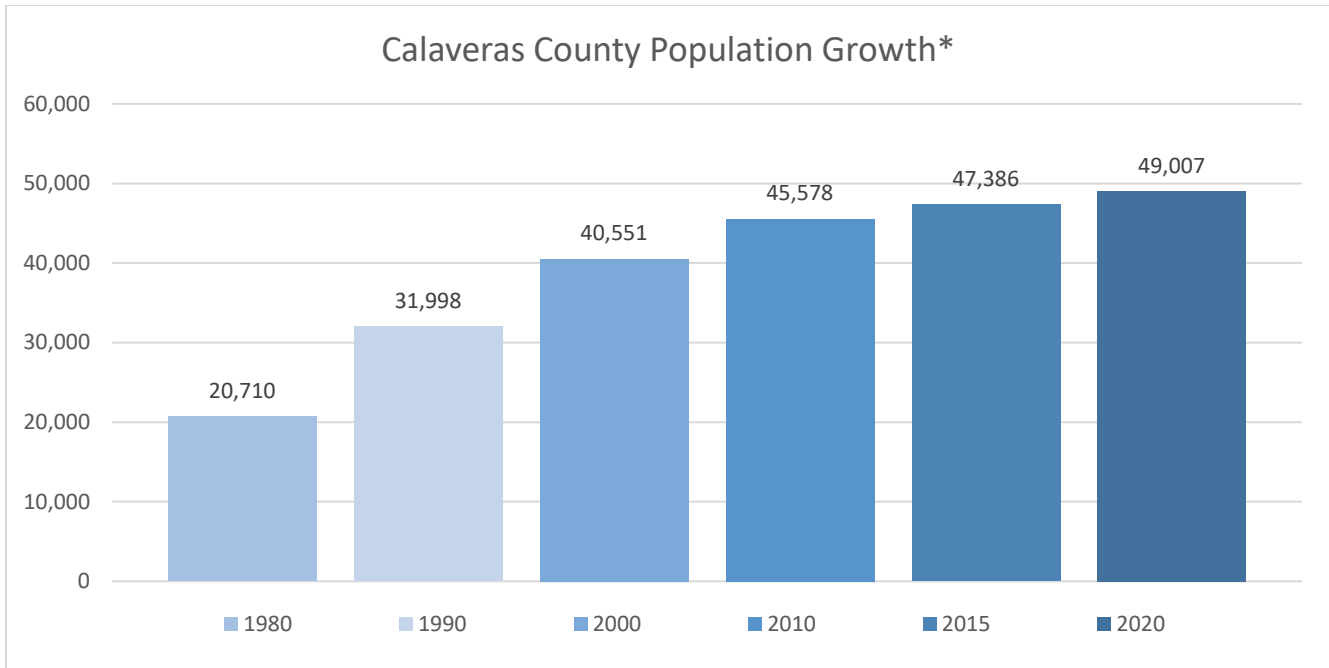
The forested areas of the County represent another segment of the area's economy. The timber industry has shown a stable pattern of providing local employment and building materials. Mineral extraction combined with ancillary processing and manufacturing provides both a historic and potential source of industry in the County.

Agricultural production has been a historically stable industry in the County. Field crops, vineyards, orchards, livestock, and poultry are the categories contributing most to total gross value of production. Private businesses such as construction, personal services, and retail establishments have grown as the County's population and tourism have increased. Government is the County's largest employer, accounting for approximately 1/3 of all jobs. Despite the diversity that exists in the County's economy, overall unemployment in the area currently remains above the state average.

Demographic Profile

In rural Calaveras County, the population density varies widely and is best described as "islands" of small communities separated by sparsely populated areas.

The July 2010 population numbers from the Census Bureau indicated a population of 45,578. The graph below depicts the population growth for the County for the previous 30 years, with a projection from the California Department of Finance through 2020. According to information provided by the State of California, there were 7,670 wage and salary jobs in the County in 2010, with an unemployment rate of 15.6%. The per capita income in the County is \$36,275 and the average salary per worker is \$39,301.



The County’s population is not characterized by racial and ethnic diversity. The largest “non-white” racial/ethnic group within the County is the Hispanic/Latino group (10.3% of the population). The following table shows the ethnic breakdown of the County and compares it to the State of California:

	County	% of Total	State	% of Total
Total Population	45,578	100.00%	37,691,912	100.00%
Male	22,835	50.10%	18,732,880	49.70%
Female	22,743	49.90%	18,959,032	50.30%
Under 5 years	2,005	4.40%	2,563,050	6.80%
5-19 years	8,933	19.60%	9,422,978	25.00%
18-64 years	25,068	55.00%	21,409,006	56.80%
65 years and older	9,571	21.00%	4,296,878	11.40%
White (non-Hispanic)	39,151	85.90%	15,755,219	41.80%
Hispanic/Latino	4,695	10.30%	14,172,159	37.60%
Asian	593	1.30%	4,899,949	13.00%
Black/African American	365	0.80%	2,336,899	6.20%
Hawaiian/Pacific Islander	91	0.20%	150,767	0.40%
Native Amer. or Alaska Native	684	1.50%	376,919	1.00%

*All population data provided by the California Department of Finance

The County has above statewide averages for the percent of the population older than 25 years old that are high school graduates (90.7% compared to the State’s 80.7%). However, 30.1% of the State’s population has graduated with a bachelor’s degree or higher, compared to 19.6% for the County. Additionally, 78.8% of the households in the County own their own homes compared to 57.4% in the State.

While there is only one incorporated city in the County, there are several communities within each ambulance zone. Some of the small communities, particularly in the South and East zones, experience a large tourist population based upon the prevalence of developments that are geared to second homeowners for seasonal recreation. A map of the community areas may be viewed in Exhibit 1. The most populated community areas by EOA are as follows:

NORTH ZONE		SOUTH ZONE	
<i>Community</i>	<i>Population</i>	<i>Community</i>	<i>Population</i>
Mountain-Ranch	1,628	Angels Camp	3,441
San Andreas	2,783	Copperopolis	3,671
Valley Springs	3,553	Murphys	2,213

Exclusive Operating Areas

The response areas to be served by this RFP are defined as North Zone and South Zone. These areas are shown in the zone maps found in Exhibit 1.

The intent of this RFP is to find a proposer for both the North and South EOAs combined. See instructions for submitting a proposal in Section 3.

1.6 DESCRIPTION OF THE EMS SYSTEM

The MVEMSA is a Joint Powers Authority formed by the California Counties of Alpine, Amador, Calaveras, Mariposa and Stanislaus. The MVEMSA is responsible for the planning, implementation, evaluation and regulation of the EMS system for each of its member counties.

Currently, two entities provide ALS ambulance service in the County. Service in the North and South Zones is provided by American Legion Ambulance. Ebbetts Pass Fire District (EPFD) provides ALS ambulance services in the East Zone. American Legion Ambulance is a non-profit 501(c)3 corporation and Ebbetts Pass Fire Protection District is a publicly funded agency that derives a portion of its financial support from a special tax.

The following information is being provided on the current system for use in preparing your response to this proposal. Proposers are not required to mirror the current operations.

South Zone

American Legion Post Number 108 provides ambulance ALS services within the boundaries of the South Zone. The South Zone is generally the southwestern portion of the county, including the towns of Murphys, Copperopolis, Altaville, Milton, and the City of Angels Camp. It is bounded on the northeast by EPFD’s district, southeast by the Stanislaus county line, southwest by the Tuolumne county line, and the north by a line that is coincident with the southern boundary of Sheep Ranch, San Andreas, Valley Springs Community Areas to the intersection of the southern boundary of the Foothill Fire Protection District, then west to the Stanislaus county line. Copperopolis Fire Protection District provides ALS First Response within the boundaries of the fire district. The fire district boundaries may be viewed in Exhibit 1. The current EOA provider has a mutual aid agreement with Copperopolis Fire to transport patients when the EOA provider has a long-Estimated Time of Arrival (ETA) and the patient’s condition warrants immediate transportation. In those instances, Copperopolis Fire may transport the patient to either a nearby hospital or to a landing site for rendezvous with an air ambulance.

North Zone

American Legion Post Number 108 provides ambulance ALS services within the boundaries of the North Zone. The North Zone is generally the north and northwest portions of the county, including the towns of West Point, Valley Springs, Mokelumne Hill, Jenny Lind, and San Andreas. It is bordered on the north and west by Amador San Joaquin, and Stanislaus county lines, the southeast by the border of EPFD’s district, and on the south by a line that is coincident with the southern boundary of Sheep Ranch, San Andreas, Valley Springs Community Areas, until the intersection of the southern boundary of the Foothill Fire Protection District, then west to the Stanislaus county line.

East Zone

Ebbetts Pass Fire District provides ALS First Response within the boundaries of the fire district, which encompasses all of the East Zone. EPFD is the current EOA provider in the East Zone. The East Zone boundary is the Ebbetts Pass Fire District boundary. The East Zone is generally described as the eastern portion of the county, bounded on the south by the Tuolumne county line, the east by the Alpine county line, the north by the Amador county line, and the west generally on a line beginning at a point due north of Blue Mountain at the Amador County line, west to Mineral Mountain Road, then generally southward following the native geography to a point at Utica Powerhouse Road and Hwy. 4, then generally south and east to a point on the county line at the West Fork of the Stanislaus River in the vicinity of West Pennsylvania Gulch Road.

Ambulance Response Time Standards

MVEMSA requires the Contractor to provide prompt, effective emergency ambulance services at a reasonable cost to the consumer. Service to the EOAs must be at or above the level of service as defined in this RFP. Service must include primary response, backup, mutual aid, and deployment plans that clearly define timely emergency ambulance coverage.

The Contractor must respond to all 9-1-1 Code 3 and Code 2 requests meeting the Ambulance Response Time Standards listed (right), at a minimum of 90% of the time.

MVEMSA is supportive of contractor owned, paramedic level Quick Response Vehicles to extend ambulance response time requirements up to four (4:00) minutes.

Call Type for North and South EOA	Ambulance Response Time Standards
Urban Response to 90 percent of calls each month	
Code 3	13:59
Code 2	17:59
Suburban Response to 90 percent of calls each month	
Code 3	19:59
Code 2	23:59
Rural Response to 90 percent of calls each month	
Code 3	29:59
Code 2	33:59
Wilderness (Audit each call)	
Code 3	ASAP
Code 2	ASAP

Ambulance Responses

The data utilized to provide data for this RFP reflect the call volume for FY 2017 and FY 2018. A monthly, historical review of call volume be found in Exhibit 2.

Ambulance Responses – Data Obtained from Sheriff CAD

2017 Scene Calls by Zone		
Zone	Code 2	Code 3
North	679	1883
South	438	1183
2018 Scene Calls by Zone		
Zone	Code 2	Code 3
North	761	1966
South	433	1160

Interfacility Transfers originating from Mark Twain Hospital

2017	2018
734	807

2017 Payor mix (provided by current contractor)

North & South Pay Mix – June through May 2017		
Payor Source	Total Accounts	Percent
Medicare	1746	50.38%
Medicare HMO	158	4.56%
Medi-Cal	120	3.46%
Medi-Cal HMO	556	16.04%
Insurance	397	11.45%
Private Pay	289	8.34%
Kaiser	99	2.86%
Kaiser Medi-Cal	5	0.14%
Kaiser Medicare	90	2.60%
Other	6	0.17%
Total	3466	100.00%

2018 Payor mix (provided by current contractor):

North and South Payor Mix - June Through May 2018		
Payor Source	Total Accounts	Percent
Medicare	1753	47.42%
Medicare HMO	230	6.22%
Medi-Cal	147	3.98%
Medi-Cal HMO	598	16.18%
Insurance	457	12.36%
Private Pay	298	8.06%
Kaiser	92	2.49%
Kaiser Medi-Cal	2	0.05%
Kaiser Medicare	105	2.84%
Other	15	0.41%
Total	3697	100.01%

Fire Departments

Currently, there are eleven (11) fire departments within the county. Two of those districts, Ebbetts Pass Fire and Copperopolis Fire provide ALS first response. Ebbetts Pass Fire District (EPFD) operates an ALS Squad and an ALS Ambulance. On May 7, 2019 the district passed a special parcel tax to continue to fund the operation of fire, ambulance and paramedic services within the district. Copperopolis Fire Protection District provides ALS first response and additionally owns an ambulance to care for victims/patients until a transport unit arrives and may also provide transport to a landing zone or a hospital if the incoming transport ambulance has an extended ETA.

A few fire districts/departments are considering the possibility of increasing their level of service to Advanced EMT. All other fire districts/departments provide BLS first response.

The agencies identified below play an integral role in the prehospital system in the County. The agencies are grouped in the following categories:

- Dispatch
- Fire Departments/Districts
- Law Enforcement
- Other Contacts

In the County, the fire departments/districts are comprised of a combination of paid and volunteer staff.

1.7 OPPORTUNITIES WITH ALS FIRE SERVICES

A. Background

1. MVEMSA has determined that an effective means of providing high levels of patient care may include a system using agreements between ALS fire services and paramedic ambulance services. Fire apparatus staffed with a minimum of one paramedic and one EMT may extend ambulance response times per the response time matrix below. MVEMSA desires to provide this high level of service while also ensuring that patient fees are equivalent to other emergency ambulance service fees in the region and are reimbursable under applicable regulations.
2. The Proposer for the South Zone is encouraged to include an agreement with the Copperopolis Fire Protection District to provide ALS fire first response services and / or ALS ambulance transport services in the Districts response zone to meet the requirements of this RFP. The Ambulance Response Time Standards below outline response times with the option of ALS fire first response services.

Call Type for North and South EOA	Ambulance without Fire Agreement	ALS Fire Response Time with Contractor Agreement	Ambulance with ALS Fire Agreement
Urban Response to 90 percent of calls each month			
Code 3	13:59	9:59	19:59
Code 2	17:59	13:59	23:59
Suburban Response to 90 percent of calls each month			
Code 3	19:59	17:59	27:59
Code 2	23:59	21:59	31:59
Rural Response to 90 percent of calls each month			
Code 3	29:59	27:59	37:59
Code 2	33:59	31:59	41:59
Wilderness (Audit each call)			
Code 3	ASAP	ASAP	ASAP
Code 2	ASAP	ASAP	ASAP

3. Proposer shall compensate ALS fire first responder for services based upon reduced ambulance unit hours as a result of this partnership and shall not compensate fire for more than the actual cost to the proposer.
4. MVEMSA wants to ensure that the fire service is compensated for supporting the Contractor by providing ALS first response services provided for under this agreement. Proposer and fire first responder will mutually determine the cost value for compensation of ALS fire first responder services.
5. Fire services interested in participating in this arrangement shall agree to the terms identified in the RFP including but not limited to:
 - a. Assess all patients and begin treatments according to protocol.
 - b. Reduce incoming ALS ambulance to Code 2, if emergency response is unnecessary.
 - c. Complete an ePCR on all medical responses.
 - d. Participate in MVEMSA quality improvement program.
 - e. Accountability via First Watch surveillance platform (FirstWatch and FirstPass).

6. In the event additional fire services in Calaveras County desire to increase service to an ALS level during the term of the agreement, they may be eligible to participate in an agreement with Contractor for first response services based on a need's assessment conducted in collaboration with the Contractor and with the approval of the MVEMSA Medical Director.
7. Proposer shall develop a process with fire agencies to restock/resupply disposable medical supplies at no cost to the fire agency.
8. Fire first responder agreements may not be in place prior to implementation of this proposed ambulance EOA agreement. Until such time that a fire first responder agreement is in place Contractor must meet all response time requirements at 90% compliance, in all zone's in accordance to response time matrix above.
9. MVEMSA may reject any proposal that is inconsistent with these principles.

1.8 INTERFACILITY TRANSFERS

Contractor shall respond to hospital requests for an IFT's using the following definitions and requirements. Contractor is not responsible for meeting these timelines on requests for Critical Care Transports. It is recommended that Proposer(s) consider utilizing non-system units for IFT's going out of the County.

Immediate Transfer - shall be requested when any delay in transferring the patient by ambulance could result in placing the patient's health in immediate jeopardy. The Contractor response time requirement for these transfers is the same as a Code 3 request, e.g. Trauma, STEMI.

Priority Transfer - shall be requested for an ambulance when transfer is required within one hour to meet the needs of the patient.

Delayed Transfer – shall be requested for an ambulance or CCT transfer more than four hours in the future. A Delayed Transfer shall be requested when a scheduled appointment requires the ambulance or CCT transfer of a patient at a specific time in order to meet scheduling requirements at a receiving facility or is a pre-arranged transfer for a patient. If the ambulance provider is aware at the time of request that they will be unable to initiate the transfer within the requested timeline, they shall arrange for an alternate ambulance provider.

1.9 MEDICAL CONTROL

The Calaveras County EMS system utilizes both on-line and off-line medical control. The County has one base hospital providing medical direction. Calaveras County operates primarily on standing orders with on-line medical control reserved for a few ALS interventions and physician consultation when required or needed. MVEMSA contracts with a physician, with substantial experience in the practice of emergency medicine, to provide medical control and to assure medical accountability throughout the planning, implementation, and evaluation of the local EMS system (Health & Safety Code 1797.202).

1.10 ADVISORY COMMITTEES

- Calaveras County Emergency Medical Care Committee (EMCC)
- Local Quality Improvement Group (LQIG)
- Trauma Advisory Committee (Regional)

SECTION II – INSTRUCTIONS FOR PROPOSERS

2.1 PRE-SUBMITTAL ACTIVITIES

A. Registration

Response must be received in the MVEMSA on or before 11:30 a.m. on date specified in this Request for Proposal. The time specified will be as defined by the Agency's official system time in the office of MVEMSA, 1101 Standiford Ave., Suite D1, Modesto, CA 95350. It is the sole responsibility of the submitting Proposer to ensure that its response is received before the submission deadline.

Response must be labeled as:

Mountain-Valley EMS Agency Request for Proposal # MVEMSA- 2020-3

B. Questions and Comments

Submit questions and/or comments including notifications of apparent errors, to:

Mountain-Valley EMS Agency
1101 Standiford Ave., Suite D1 Modesto, CA 95350
Attention: Lance Doyle, Executive Director
Email: CalRFP@mvemsa.com

1. Request for changes

- a. If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language and any process substitutions should be submitted by proposer no later than the during the proposer's conference.
- b. Requests submitted after the deadline will not be accepted. MVEMSA's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, MVEMSA may reject those requesting changes.

2. Request for Substitution of Specified Equipment, Material, or Process

- a. Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
- b. If requesting a substitution for a required item, submit requests by the Deadline for Questions and Comments. Furnish all necessary information required for the MVEMSA, in its sole judgment, to make a determination as to the comparative quality and suitability of any suggested alternatives. MVEMSA's decision will be final. If alternatives are accepted, the MVEMSA will issue an addendum to the solicitation.

C. Revisions to the Solicitation

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

1. Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP.
2. The services are no longer required.
3. All otherwise acceptable proposals received are at unreasonable prices.

4. The proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
5. No proposal is received which meets the minimum requirements of the RFP.
6. The awarding agency determines after analysis of the proposals that its needs can be satisfied by a less expensive method.

Revisions will be posted as addenda on the MVEMSA website, <http://mvemsa.org/resources3/documents>. No other revision of this solicitation will be valid. Proposer's are responsible for ensuring that they have received all addenda from the MVEMSA website.

D. Contact with County or MVEMSA Employees

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

1. As of the issuance date of this RFP and continuing until it is canceled, or an award is made, no Proposer or person acting on behalf of a prospective Proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the MVEMSA, Calaveras County, the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
2. Proposers may not agree to pay any consideration to any company or person to conduct lobbying activities to influence the award of a contract by the County or MVEMSA, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract. Nothing in this section precludes a proposer from engaging the services of a company or person to assist in the development of the response to the RFP.

E. Pre-proposal conference and site visits

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

2.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

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

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

6. Price Proposal (sealed in a separate envelope)
- B. Technical Proposal Contents
1. Explain responses to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
 2. Addressing each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided.
 3. Include a project schedule with milestones, deliverables, dates, and a project management plan.
 4. Specify any needs for physical space or equipment that the County must provide during the engagement.
 5. Explain how work, equipment, and knowledge will be transitioned to the MVEMSA or a new vendor at the end of the contract period.
- C. Supplementary Documents
- If additional documents and materials are appropriate, or have been requested by the MVEMSA, provide in the following order as applicable:
1. Minimum Qualifications.
 2. Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
 3. Financial Documents.
 4. Samples, drawings, illustrations and related items.
 5. Attachments, certifications, and forms executed as applicable.
- D. Price Proposal
1. Place all cost and pricing data in a separate sealed envelope clearly marked "PRICE PROPOSAL"
 2. Use forms and templates provided for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.
 3. Include prices for the base period of service and if applicable, for each additional year including option years.

2.3 PROPOSAL SUBMISSION

- A. Submit proposals as directed below
1. Submissions

Include the Proposer name and the RFP title and number in each filename. Submit proposals to MVEMSA attention: Lance Doyle, Executive Director, Mountain-Valley EMS Agency 1101 Standiford Ave., Suite D1 Modesto, CA 95350. All proposals received by MVEMSA will be date and time stamped and a number will be assigned. This will document the official submission time. MVEMSA will not be responsible for and may not accept proposals that are late.

- a. Five hard copies are required along with an electronic copy on a jump drive.
- b. Submit proposals with all required documents in a sealed package to the designated MVEMSA Mailing Address. All proposals received will be kept unopened and secured until officially accepted by the MVEMSA. Within the package, submit the Technical Proposal, Supplementary Documents separately the and the Price Proposal in a separate envelope. Clearly mark the following information on the outside of the package:
 - i. Proposer name
 - ii. Return address
 - iii. Solicitation title
 - iv. Solicitation number
 - v. Proposals will remain in effect for one year following submission to MVEMSA.

2. Conflicts between Certain Requirements

Prior to the submission deadlines and solely relating to a determination of the timeliness of questions, comments, and proposal submissions, information displayed on the MVEMSA website will take precedence in the event of a discrepancy between that information and the information within the solicitation documents. For all other discrepancies, the information in the solicitation documents will take precedence.

3. Hand-written responses will be rejected with the exception that signatures may be hand-written.

B. Errors in Proposals

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

2.4 PROPOSER CERTIFICATION

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

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

2.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced and resubmitted as long as submittal is prior to the Due Date and Time. If a Proposer chooses to withdraw their proposal after the Due Date and Time, it will be excluded from consideration.

2.6 NO COMMITMENT

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

2.7 ESTIMATED QUALITIES

If the solicitation results in an indefinite quantity or a requirements Agreement, the goods and services requested by MVEMSA may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the

actual quantity of goods and services that will be authorized under the Agreement. For example, the MVEMSA cannot guarantee a specific number of ambulance transports pertaining to this RFP.

2.8 SELECTION

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

A. Determination of Responsiveness

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

B. Proposal Evaluation

The MVEMSA will establish a non-biased Proposal Review Committee (PRC) which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top-ranked Proposers for final negotiation of contract terms or may invite one or more Proposers for oral presentations and demonstrations. After evaluating presentations, the committee may recommend one or more top-ranked Proposers for final contract term.

C. Determination of Responsibility

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

2.9 CONTRACT AWARD

A. Notice of Intent to Award

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

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

B. Commencement of Performance

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

2.10 PROTESTS

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

A. Protest Eligibility, Format, and Address

1. Objections to RFP requirements may be filed prior to April 7, 2020. Objections regarding, the content of any addenda must be filed within 5 days of the addenda being issued.
2. Protests regarding the procurement process or the notice of intent to award must be filed prior to contract award.
3. MVEMSA will only review protests submitted by an interested party, defined as an actual or prospective Proposer whose direct economic interest could be affected by MVEMSA's conduct of the solicitation.
4. Submit protests to: Lance Doyle, Executive Director (CalRFP@mvensa.com), Mountain-Valley EMS Agency 1101 Standiford Ave., Suite D1, Modesto, CA 95350.
5. Protest not resolved at this level maybe appealed to a higher-level authority by going to the MVEMSA Board of Director member unaffiliated with Calaveras County.

B. Protest Deadlines

Submit protests with any supplemental materials by 10:00 a.m. PST, as appropriate, on the deadlines set forth on page 2 of this RFP. The date of filing is the date MVEMSA receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by MVEMSA.

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

C. Protest Contents

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

D. Reply to Protest

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

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent MVEMSA from proceeding with negotiations or awarding a contract while a protest is pending.

2.11 PUBLIC RECORDS

A. General

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

B. Confidential Information

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

SECTION III – QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

3.1 MINIMUM QUALIFICATIONS

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

A. Experience:

1. Five years continuously engaged in providing 911 ALS EMS transport services as required by a high-performance contract in the United States to a primary 911 Ambulance services provider at the ALS level for an operating area of population similar in size, geographical spread, population densities, and call volume appropriately similar to those of Calaveras County. Proposer should have experience in a rural/wilderness area with extremes in weather (i.e., operations in an area with significant snowfall).
2. If the Proposer is organized as a legally formed partnership or limited liability company, each partner entity participating in the partnership or Limited Liability Company must have existed and continuously provided Prehospital ALS Emergency Medical Services, for a minimum of five years in the United States.

B. Financial Condition

1. Financial Stability

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

Provide externally audited financial statements for the most recent five years. If the Proposer organization is a subsidiary of another corporation or is a dependent governmental entity, Proposer shall provide externally audited financial statements for the parent entity for the most recent five years. If financial statements of a parent entity are submitted, the Proposer organization's financial statements must either be separately shown as a part of those financial statements or submitted separately in the same format and for the same period. Such a parent entity shall be required to guarantee the performance of the Proposer. Failure to submit full financial statements may cause disqualification from this RFP process.

C. Demonstration of Additional Proposer Qualifications

Proposers must respond to each of the following additional criteria and demonstrate their qualifications. Proposers meeting the above Proposer Minimum Qualifications will be forwarded to the PRC for evaluation. Each response to the following additional Proposer qualifications will be evaluated and scored by on a pass/fail basis. Supporting documentation must be provided for the response to each requirement. For each criterion, required documentation is noted, or examples of supporting documentation have been identified.

Please note that all proposals will be public record. Scoring will be based on the content in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a failing score. Proposals receiving a failing score for any of the following criteria may be disqualified from further evaluation.

1. Legal History

This item may be submitted in an electronic format, such as compact disc or USB drive. Proposer shall document its litigation history for the past five (5) years. Proposer may be disqualified if a final judgment was issued against

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

- a. Documented proof of availability to measure and achieve compliance with fractile response time performance.
- b. Documentation that Proposer is legally authorized or eligible to do business in the State of California and or the ability to obtain such authorization prior to agreement start date.
- c. Documentation that Proposer is free of commitments that would impact Proposer's ability to obtain lines of credit, guarantor letters, or otherwise negatively affect the company's ability to perform the contract. (No existing obligations that might impact ability to provide services under the terms of this agreement).
- d. Proposer must submit a list or table of every 911 ALS EMS transport contract the Proposer currently serves and every contract it has served in the five years prior to submission of its proposal. Indicate:
 - i. Type and level of service provided including the population served.
 - ii. The contract period.
 - iii. Whether the Proposer held exclusive market rights for emergency ambulance service under the contract.
 - iv. Whether the contract was competitively awarded.
 - v. The name, address, contact person and telephone number for the contract for reference purposes.
 - vi. Gross revenue of services provided.
 - vii. The name of the contracting agency.
 - viii. The remaining term of the contract and the circumstances under which any contract was terminated, prior to expiration, the cause of failure or refusal to complete and any allegations of deficient service, if applicable.

3.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all the following regarding:

A. Organizational Capacity:

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

4. The selected Proposer must self-perform the majority of 911 ambulance services and must directly employ all key personnel as well as EMT's and paramedics as described in this RFP. However, the selected Proposer may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance.
5. Experience.
6. Number of years the proposer has been in business under the present business name, as well as related business names.
7. The number of years providing services as a 911 ALS provider.
8. Details of any refusals to complete a contract.
9. Whether the responder holds a controlling interest in any other organization or is owned or controlled by any other organization.

3.3 REFERENCES

A. Type and Format

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

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

B. Letters of reference must include the following:

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

3.4 EVALUATION CRITERIA

Proposals will be evaluated by the Proposal Review Committee in accordance with the evaluation criteria outlined in Exhibit 3.

SECTION IV – INSURANCE

Provide evidence of insurance for each of the checked categories

<input type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$5,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this service or must be twice the required occurrence limit.
<input type="checkbox"/>	Automobile Liability	\$3,000,000 Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
<input type="checkbox"/>	Workers' Compensation	As required by the State of California.
<input type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$3,000,000 - per occurrence, \$4,000,000 aggregate.
<input type="checkbox"/>	Cyber Liability	\$1,000,000 – per occurrence

4.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

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

A. Privacy and Network Security

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

B. Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

4.2 PERFORMANCE SECURITY

The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the Agreement a performance guarantee equivalent to three (3) months of operating expenses in the form of cash or letter of credit or performance security bond. Proposer shall describe how they meet this requirement, if different from the option below. This is one option:

- A. A performance bond issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the Agency.

SECTION V – STANDARD TERMS AND CONDITIONS

Proposer should be prepared to agree to all standard terms and conditions identified in MVEMSA contract template in Enclosure 5 or provide a statement as to why Proposer cannot comply with any standard terms. The final agreement will be based on this standard template, and subject to change based on services provided as part of this agreement.

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

SECTION VI – SCOPE OF WORK AND SPECIAL PROVISIONS

6.1 SUMMARY

MVEMSA has determined that the highest level of county-wide emergency medical response be provided by a system using a joint fire first responder and ALS ambulance system. On behalf of Calaveras County, MVEMSA intends to award an initial five-year contract to the responsive Proposer whose proposal conforms to the RFP and whose proposal presents the greatest value to the residents and visitors in Calaveras County. The Proposal Review Committee (PRC) will evaluate all proposals based upon an evaluation criterion score sheet and as determined by achieving the highest score.

MVEMSA may extend the Contractor’s agreement for one additional five (5) year term. The extension will be based on Contractor's performance in meeting and or exceeding the performance standards outlined in the Agreement over the initial term, and during the second extension period of the agreement.

The Contractor shall respond, upon notification from the Authorized EMS Dispatch Center, 24 hours a day, 365 days a year with an appropriately staffed and equipped ALS ambulance. The Contractor response will be in a manner consistent with the specific requirements of the request. Such requirements shall vary depending upon whether the request for ambulance services are in response to a medical emergency, a scheduled ambulance transport, or the need to post an ambulance to provide optimum coverage to the County or an adjacent county.

6.2 FINGERPRINTING AND BACKGROUND CHECKS

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

6.3 SYSTEM REQUIREMENTS

MVEMSA utilizes the FirstWatch surveillance platform. The Online Compliance Utility (OCU) is a real-time web enabled tool for use by providers and agencies to simplify and manage response times based on the Sheriff’s real time CAD data. The web-based tool provides interactive queues with consistent look and feel for both the provider and agency allowing on-line review of late calls based on system and business rules.

FirstPass provides the ability to monitor and analyze patient care data, identifying deviations rapidly, consistently and automatically. Combined with the Proposers ePCR program, data is collected and reviewed quickly without data loss due to entry errors. FirstPass alerts when a patient care report does not match the agency’s protocols.

Proposer shall be financially responsible for any required data source integration to the FirstWatch surveillance platform to include initial implementation costs, ongoing annual support/maintenance fees, and estimated FirstWatch annual support increases of 3%. We encourage the Proposer to collaborate with MVEMSA and Calaveras Sheriff Office (SO) to determine the feasibility of SO CAD dispatch data auto-populating to the provider’s ePCR platform, Proposer shall be responsible for all integration costs. Proposer shall participate in future surveillance and technology initiatives undertaken by MVEMSA.

Contractor will pay the following service charges as estimated below:

Current System Annual Support/Maintenance	Service Charge	Current Service Charges to MVEMSA	Emergency Transport Service Charge	Training Service Charge
CAD interface/OCU	\$2,404.00	North	\$7,816.00	\$1,870.00
ePCR Interface	\$4,400.00	South	\$4,591.00	\$1,098.00
FirstPass Interface	\$906.40	Total	\$12,407.00	\$2,968.00
Total	\$7,710.40			

Each contractor will be required to pay support and maintenance service charges per interface.

Proposals must adhere to the following system requirements:

A. Response time Standards and Compliance Incentives

It is the Proposer's sole responsibility to be familiar with the geographic and weather considerations and Ambulance Zones comprising this solicitation. Proposer will be held accountable from the time of dispatch, until the time the dispatch center is notified by radio or other reliable method that the emergency ground ambulance arrives at the address site or at a designated or assigned staging area. All response times shall be measured in whole minutes with seconds. In the case of significantly incumbered/restricted access to the patient, the term "On Scene" shall be understood to mean the time the emergency ground ambulance arrives at the restricted access point, e.g. staging area, at the gate of a closed gated area, or rendezvous point to be escorted to the patient by another individual.

In all incidents where the crew fails to report their arrival on scene, contractor may submit GPS data to confirm on-scene time, otherwise next radio transmission is to be used.

1. Supply supporting documentation to demonstrate the Proposer's ability to meet the response time criteria. Such documentation shall contain procedures, including monitoring and verification procedures, to be used to record and analyze response time statistics.
2. There are response time compliance areas for this RFP (Exhibit 4). These contain a mix of urban, suburban, rural, and wilderness areas.
 - a. Proposals must evidence an ability to maintain response times with at least 90% compliance in each EOA.
 - b. A measurement period defined as any complete month, or accumulation of months in which the total number of calls in a response area equals or exceeds 250 or a twelve-month period whichever is first.
 - c. Measurement will be calculated separately for Code 2 and Code 3 calls.
3. Population density/response time mapping will be reviewed periodically or upon release of new US Census data.
4. For more information on documentation and data requirements, please see MVEMSA Policy 620.30 EMD Provider Agency/Ambulance Data Requirements and 560.11 Documentation of Patient Contact, available for review at <http://www.mvemsa.org/policies>.

B. Compliance Incentives

1. Financial penalties provide incentive for maintaining excellent response time performance. Fines are levied for late responses for both Code 3 and Code 2 calls. For the anticipated fine schedule, see Exhibit 4.

C. Response Time Exemptions

1. In some cases, late responses will be excused from financial penalty and from response time compliance reports. Examples of exemptions include but are not limited to:
 - a. Multiple units to the same scene;
 - b. Inclement weather conditions which impair visibility or create other unsafe driving conditions;
 - c. Documented dispatch errors;
 - d. Wrong address provided by the requesting party;
 - e. Unavoidable delay caused by road construction;
 - f. Restricted roadway access;
 - g. Delays in transferring care to a hospital emergency department;
 - h. All other exemption requests shall be for good cause only, as determined by the Agency. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is good cause for an

exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time.

2. For a complete description of Response Times Exceptions and Exemptions refer to Exhibit 4.

6.4 AMBULANCE DEPLOYMENT AND SYSTEM STATUS PLAN

A. Requirements

1. Ambulance System Status and Deployment Plans will be approved by MVEMSA. The plan will describe:
 - a. Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
 - b. 24-hour and system status management strategies.
 - c. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as high flu season. Include a process that identifies how additional ambulance hours will be added by the Contractor if the response time performance standard is not met.
 - d. Include a map identifying proposed ambulance station(s) and/or post locations within the geographic zones within the response time compliance areas as indicated in this RFP. Proposer is not required to provide ambulance stations unless staffing 24-hour shifts.
 - e. Work force necessary to fully staff ambulances identified in the deployment plans.
 - f. Any planned use of on-call crews.
 - g. Ambulance shifts and criteria to be used in determining shift lengths.
 - h. Any mandatory overtime requirements.
 - i. Record keeping and statistical analyses to be used to identify and correct response time performance problems.
 - j. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
2. Provide enough ambulances that are fully stocked to meet peak system demand with an adequate number of back-up ambulances.
3. Proposer shall have available as a part of its fleet a minimum of one (1) four-wheel drive ambulance capable of 9-1-1 emergency ambulance response on inclement, snow-covered roadways.

B. Standby and Special Events

If an event sponsor desires a dedicated standby ambulance at an event, the provider may enter into a separate agreement in accordance with MVEMSA Special Event Policy, with the sponsor for the provision of standby and payment for such services. Proposer shall not utilize a 911 system ambulance to staff contracted standby events.

6.5 VEHICLES

A. Ambulance Requirement

Ambulances must conform to the following requirements

1. Industry standard Type I, Type II or Type III ambulances.
2. Be identically configured.
3. It is recommended that ambulances are configured with hydraulic gurneys to reduce incidents of spinal load injuries and increase the margin of safety for patients and EMT/paramedics.

4. The use of Automatic Vehicle Locators (AVLs), Mobile Data Computers (MDCs) and GPS mapping technology is required. The AVL system must interface with the Authorized EMS Dispatch Center CAD system. The Contractor is responsible for all fees associated with the purchase and monthly operations of the AVL system.
5. Meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail.
6. Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association.
7. Meet or exceed the equipment standards of the State of California.
8. Ambulances shall be limited to a maximum mileage of 300,000 and supervisor units to a maximum of 300,000 miles. Any ambulance and supervisor vehicle not new at the start of this agreement must include a list of brand name, model, age and maintenance records.
9. The Proposal Review Committee will score proposals based on a blended mileage fleet to ensure ambulances do not reach maximum miles at the same time.
10. Bariatric capability is desirable within the County to provide safe, dignified transport of the morbidly obese patient. The proposer will describe how they can provide ambulance transport to accommodate a patient weighing up to 1000 lbs.
11. As noted in Section 1.1, Calaveras County is geographically challenging and experiences seasonally significant weather at higher elevations and at times may experience snowfall to much lower elevations. Many areas of the County may be subject to responses off-road year around. Proposer's that include a plan to utilize four-wheel drive ambulances at a minimum of 25% of their proposed ambulance fleet will receive a bonus of 10 additional points toward the total point score.

B. Vehicle Maintenance Program

1. Provide a copy of vehicle maintenance program. The vehicle maintenance program must be designed and conducted to achieve the highest standards of reliability appropriate to a modern emergency service.
2. Submit a copy of vehicle maintenance records for any vehicles that are not new at the start of the agreement. Submit the qualifications of maintenance personnel to be utilized.
3. Describe locations of maintenance services.
4. Describe proposed automated or manual maintenance program record keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
5. Document your vehicle failure rate including units in route, at scene, or with a patient on board for the past three years.

C. Vehicle Safety Program

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

2. Describe any other mechanism you use to promote safe ambulance driving and prevention of crashes/traffic incidents.

6.6 MEDICAL SUPPLIES AND EQUIPMENT

Each ambulance must carry standardized equipment and supplies that meet federal, State, and local EMS Agency requirements, policies and procedures. Such equipment and supplies will be stored in the same location in all ambulances. Durable equipment does not need to be new at the beginning of the contract but will be required to meet all specifications and periodic maintenance as approved by MVEMSA.

Describe how equipment is selected for use and the procedures that ensure such equipment is properly maintained. Describe how upgrades to equipment will be handled, and funded, during the duration of the contract including items such as mechanical chest compression devices or other equipment as deemed appropriate by MVEMSA.

All expendable supplies including medications and controlled substances must be restocked by the Proposer. All medical equipment shall always be in good repair and safe working order. Each ambulance will be fully stocked and there will be sufficient medical equipment and expendable supplies to accommodate replacement during repair and for times of excessive demand in the system.

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

6.7 COMMUNICATION EQUIPMENT REQUIREMENT

The Contractor will be responsible to install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the scope of work as identified in this RFP. The current system uses MedNet 3 (as the primary dispatch frequency). The Agency holds and maintains the license for the MedNet frequencies.

Additionally, the Contractor will be responsible to install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the scope of work as identified in this RFP. The Contractor will be responsible to enter into a MOU with MVEMSA for frequency sharing.

6.8 PERSONNEL

A. Workforce and Diversity

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

B. Ambulance Work Schedules and Conditions

1. Proposer's work schedules and assignments will provide reasonable working conditions for ambulance personnel.

2. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well rested during work periods.
3. The maximum unit hour utilization for 24-hour ambulance units shall not exceed .50 without prior approval by MVEMSA.
4. Provide work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.
5. Provide methods that will be used to minimize the turnover rate among the Proposer's personnel.
6. Provide how you measure workload and fatigue for ambulance crews.
7. Provide your personnel recruitment and screening processes.
8. Provide your employee retention program.
9. Provide your organization's programs, policies and procedures for occupational health and safety and communicable disease control, including communicable diseases prevention.
10. Provide your pre-employment and on-going physical and mental health ability evaluation processes.
11. Submit completed copies of your compensation package for ambulance paramedics, and EMTs using the forms found in Exhibit 6.

D. Compensation/Fringe Benefits

Proposer should provide reasonable compensation and benefits to attract and retain experienced and highly qualified ambulance personnel. Proposer is encouraged to establish programs that result in successful recruitment and retention of personnel.

E. Treatment of Incumbent Worker

There are many dedicated, experienced, and highly proficient paramedics, EMTs and non-supervisory, ancillary staff employed by the current emergency ambulance provider. Proposer will be encouraged to recruit from, and preferentially hire, the incumbent paramedic and EMT workforce. The Proposer will be expected to provide all incumbent paramedic and EMT personnel that are offered employment with the ability to retain their "seniority" status earned while working for the previous contractor for such purposes as shift bids.

F. Ambulance Staffing

1. Ambulances must be staffed with at least one paramedic. The second crew member may be another paramedic, or a California state certified EMT.
2. Provide the process for ensuring that ambulance staffing standards are met.

G. Management and Supervision

1. Proposer must have management and supervisory personnel to manage all aspects of emergency ambulance service including administration, operations, EMS training, clinical quality improvement, record keeping and field supervision. Such supervision shall be provided continuously 24 hours a day.

2. Proposer must specifically explain their staffing model to show sufficient personnel that will monitor, evaluate, and improve clinical care provided by the Proposers personnel and ensure that on-duty employees are operating in a professional and competent manner.
3. Identify your key management staff for the EOA's. Include completed Investigative Authorization–Individual and Company forms (Exhibit 7 and 8).
4. Provide the qualifications, including resumes and provide job descriptions for all management, clinical and supervisory personnel for the emergency ambulance service.

H. Communicable Diseases, Safety, and Prevention

1. The Proposer will have an MVEMSA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
2. Provide your pre-employment and on-going physical ability evaluation processes.
3. Provide your organization's communicable disease control and safety policies and procedures.
4. Identify personal protective equipment provided to ambulance crews.

I. Employee Safety and Wellness

1. The Proposer will have an employee wellness program and health screenings that are designed to help employees improve their overall physical health.
2. Proposer shall develop an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). The Proposer shall maintain and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

J. Critical Incident Stress Management and Employee Resilience Program

1. Proposer shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
2. Provide the Critical Incident Stress Management program and Employee Assistance Program you plan to use in Calaveras County.

K. Training and Continuing Education

1. Requirements:

Proposer must provide a comprehensive training/education program for all paramedic and EMT personnel. Joint training sessions for ambulance and fire service first responders are expected. Such a program shall include, but not be limited to:

- a. Advanced training for EMT staffing ALS ambulances;
- b. Orientation to the MVEMSA System;
- c. Customer service and cultural sensitivity;
- d. Pre-accreditation field evaluation for paramedics;

- e. Post-accreditation education, supervision, evaluation;
 - f. Continuing education that is linked to quality improvement activities, including skills, procedures, protocols, issues and other programs; and
 - g. Other programs and activities to maintain uniform skill proficiency.
 - h. Provide your comprehensive training and education program for ambulance personnel.
 - i. Provide how you plan your integration of comprehensive training and education with fire service first responders.
 - j. Provide the training curriculum for EMTs staffing an ALS ambulance.
 - k. Provide the orientation and other training and evaluation that is required for new paramedics.
 - l. Provide the process for ensuring that ambulance paramedic and EMT personnel meet training requirements as specified by the MVEMSA Medical Director.
 - m. Provide the process to ensure timely, accurate, and accountable communications with EMS personnel regarding changes in EMS system policies, procedures, protocols, or precautions.
 - n. Provide the qualifications, job description and resume for your clinical leadership personnel.
 - o. Provide the database system you will use for maintaining paramedic and ambulance EMT records including employment, certification/licensure, paramedic accreditation, required training programs, and on-going training.
2. Paramedics must maintain current valid certifications for:
- a. Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider; and
 - b. Prehospital Trauma Life Support or Basic Trauma Life Support or equivalent as determined by MVEMSA; and
 - c. Advanced Cardiac Life Support; and
 - d. Cardiopulmonary Resuscitation.
3. Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS) Training.
- a. Proposer's employees shall meet the MVEMSA Prehospital Training Standards Policy
4. Continuing Education Provider (C.E. Provider)

Contractor must be approved as a MVEMSA Continuing Education Provider. Staff responsible for clinical education and clinical quality improvement must be able to meet the qualifications for EMS CE clinical direction in accordance with California Code of Regulations, Title 22, Division 9, Chapter 11, and MVEMSA policy.

5. Training Records
- a. Contractor must maintain a single electronic database for all clinical personnel. MVEMSA shall have electronic access to this database. The database will be continually updated so that records are current. The database will include, but not be limited to:
 - i. Employment status (e.g., currently employed by, previously employed by);
 - ii. Certification/licensure;
 - iii. Paramedic accreditation;
 - iv. Required certifications within the contract (e.g., ACLS, PALS, EVOC); and
 - v. Any on-going training required by MVEMSA Medical Director (e.g., quarterly training).

L. Communications to Personnel

Contractor must timely and accurately communicate with all personnel providing services under a contract to include any changes in MVEMSA policies, procedures, protocols or memorandum.

6.9 HOSPITAL AND COMMUNITY REQUIREMENTS

A. Hospital

1. There will be early notification of incoming patients by the ambulance crew with all pertinent information presented in a concise and standardized format and according to MVEMSA Policy.
2. The ePCR will be available to hospital personnel according to MVEMSA policy.
3. The Proposer will be able to have, and will describe what they propose for a user-friendly and effective system for hospitals to communicate with:
 - a. Ambulance management and quality improvement staff.
 - b. Ambulance paramedics and EMTs.

B. Community Involvement

1. It is anticipated that the Proposer will plan and implement definitive community education programs, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance, conducting citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness, system access, and appropriate utilization of the EMS system.
2. Provide your proposed community education and illness/injury program for Calaveras County. Include timeline and measures.
3. Contractor will report on these activities to MVEMSA on a periodic basis.
4. Contractor will participate in community health initiatives (i.e. Focus on Prevention, homelessness prevention, etc.).

C. Diversity Program

1. Define your organizational values, policies, and structures that will enable your staff to work effectively cross-culturally in Calaveras County.
2. Describe any provisions you will make to address linguistic access for non-English speakers.

6.10 DISASTER PREPAREDNESS

A. Multi-Hazard Disaster and Multi-Casualty Plans

1. Proposer will have an internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment and EMS surge supplies needed for at least 72 hours.
2. Proposer will ensure field staff responding to an MCI, disaster, or other large-scale emergency are fully trained in the EMS system.
3. Contractor will participate with MVEMSA in disaster planning. This includes identifying local staff having responsibility for multi/mass-casualty and disaster planning and providing field personnel and transport resources for participation in any MVEMSA approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.

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

B. Mutual Assistance

1. To the extent units are available and consistent with its primary responsibility to provide ambulance and emergency medical services, with MVEMSA and/or MHOAC approval, Contractor will render “automatic aid” and “mutual assistance” to adjacent jurisdictions. Proposer will provide their process to render and receive “automatic aid” and “mutual assistance” to those providers of emergency medical services operating within adjacent areas in and out of Calaveras County.
2. Identify staff that will have primary responsibility for disaster preparedness, provide the job description, and any required specialized training.
3. Provide an example of how your organization has participated in disaster exercises or in actual disasters. Include how the event was evaluated and corrective actions taken to improve future response.
4. Contractor will participate in the Ambulance Strike Team (AST) program and must ensure that AST responders and AST Unit leaders have been appropriately trained and approved by MVEMSA.

6.11 QUALITY PERFORMANCE

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

A. Quality Improvement Program

1. The quality improvement (QI) program must meet the requirements of California Code of Regulations, Title 22, Chapter 12 (EMS System Quality Improvement), MVEMSA policies and related guidelines and documented utilizing the EMSA Approved EMS Quality Improvement (EQIP) Template.
2. The program must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome.
3. The program may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

B. Ongoing QI Requirement

1. Review and submit an updated QI Plan every 5-years as well as an Annual update yearly with the EMS Report. the QI program annually for appropriateness to the provider’s operation and revise as needed. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators;
2. Participate in MVEMSA’s quality initiatives that may include making available relevant records for program monitoring and evaluation;
3. Participate in MVEMSA clinical trials or pilot projects as approved by the MVEMSA Medical Director;

4. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with MVEMSA Medical Director or his/her designee;
5. Submit a quarterly report to MVEMSA to show compliance with the approved plan and areas for improvement including key performance indicators for STEMI, stroke, advanced airway, cardiac arrest, trauma, sepsis, choking, childbirth, pain, customer satisfaction, pediatric skills, medication errors, complaint satisfaction, employee satisfaction, paramedic skill retention and safety;
6. Provide MVEMSA with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.

C. Inquiries, Complaints, and Incident Report

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

D. Electronic Patient Care Report (ePCR)

1. Contractor will be required to provide electronic patient care report (ePCR) data, in a form and timeframe prescribed by MVEMSA, pursuant to California Health and Safety Code section 1797.227 and approved by EMS Medical Director, for patient documentation on all EMS system per MVEMSA patient documentation policies. The ePCR shall be accurately completed to include all information required by MVEMSA and California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100170 and 100171.
2. The ePCR system must have the capability of mobile data entry in Contractor's ambulances, and at the patient's bedside. The ePCR system shall comply with the current version of NEMSIS and CEMSIS. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR System shall also comply with the current mapping standards and data dictionary, as promulgated by the California EMS Authority and MVEMSA. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities, such as the State EMS Authority and hospitals in an HL7 format. The ePCR system must have the capability to:
 - a. Link with the CAD to import all data for all calls.
 - b. Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field.
 - c. Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support.
 - d. File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record.
 - e. Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.

3. An MVEMSA approved ePCR must be completed for all patients in a timely manner according to MVEMSA policy. Contractor must provide access to patient care records at the receiving facilities in computer readable format and suitable for statistical analysis for all 911 ambulance responses. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, and non-transports. Contractor will provide electronic ePCR data to MVEMSA, and EMS Authority, in a form prescribed by MVEMSA, pursuant to California Health and Safety Code, Section 1797.227, within a reasonable timeframe specified by MVEMSA.
4. Proposer must describe a process to demonstrate ePCR accountability through CAD reconciliation for every medical call.
5. Proposer's ePCR must provide other data points that may be reasonably requested, including any needed modifications to support EMS system data collection.
6. As health information systems evolve, the Contractor will agree to work with MVEMSA and local hospital(s) to establish, and/or participate in, a Health Information Exchange (HIE) with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients.
7. Identify the individuals who will be responsible for developing and implementing the electronic patient care record and record warehouse and provide a description of their qualifications.
8. Provide a description of the structure of the electronic patient care record and the electronic record warehouse including the software, hardware, and general structure.
9. Provide a description of computers (or equivalent), including its wireless communication capabilities, that will be provided to each ambulance and if applicable to each fire first response vehicle.
10. Identify the unique patient identifier that will be used to link CAD data, ambulance data, first responder data, and hospital data.
11. Provide a description of the data transfer protocols.
12. Provide a description of how the patient care records will be made available to the receiving hospital at the time the patient is left at the hospital.

6.12 EMS DISPATCH CENTER

The County Sheriff's Dispatch Center is the primary PSAP and Authorized EMS Dispatch Center for the County. The Authorized EMS Dispatch Center receives all 9-1-1 requests directly from the caller (other than cell phone calls received by CHP) and determines the appropriate resource and code of response for all such requests. The Authorized EMS Dispatch Center also provides complete Emergency Medical Dispatch services including pre-arrival instructions. Upon determining that an incident requires a Fire First Responder Agency response, the Authorized EMS Dispatch Center coordinates the dispatch of such resources with the local CalFire Emergency Communications Center located in San Andreas. The Authorized EMS Dispatch Center also coordinates all requests for air ambulance services for scene calls in the county.

- B. The Proposer will be required to enter into an agreement with the Authorized EMS Dispatch Center to provide dispatch services prior to the implementation date of the Ambulance Provider Agreement.

1. The current dispatch fee is \$43.32 per incident. The Contractor will be invoiced, on a monthly basis, for the previous month's incidents.
 2. The dispatch fee will include, but is not limited to, costs associated with all the following:
 - a. Dispatch Services
 - b. EMD Certification and Recertification
 - c. ProQA – A software package, based upon the Medical Priority Dispatch System, which provides standardized format for carrying out priority dispatching
 - d. MedNet Radio System Repair and Replacement
 - e. Maintenance on Communications Equipment
 - f. Records/Data Management and Reporting
 3. The fee for dispatch services increases July 1 each year by the Consumer Price Index of the US Bureau of Labor San Francisco-Oakland-San Jose Area Consumer Price Index for the most recent twelve-month period.
- C. Proposer requirements
1. Proposer will:
 - a. Be responsible for the purchase, installation and programming of portable and mobile radios;
 - b. Have AVL/ GPS and mobile data computers (MDCs) in ambulances and supervisor's vehicles;
 - c. Be responsible for the ambulance deployment plan, or provide updates to selected third-party deployment software;
 - d. Participate in any dispatch center user group established by MVEMSA or County;
 - e. Ensure that supervisors and ambulance crews are appropriately knowledgeable of the ambulance deployment plan and dispatch procedure.

6.13 FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A. Patient Fees

1. Current maximum patient fees are included as Exhibit 10. Proposers are encouraged to maintain or decrease these fees. The patient fees must be fixed for at least one year from the beginning of the contract.
2. Submit the completed forms for "Proposed Ambulance Rates" including the two patient scenarios in Exhibit 10.
3. To ensure the EMS Agency has resources necessary for equipment upgrades for emergency responders, \$1.00 per mile will be added to patient billing with the goal of establishing a Technology and Equipment Upgrade Fund. The EMCC in coordination with the MVEMSA Executive or Medical Director will approve all expenditures from this fund.

B. Budgets

1. Provide detailed information on the full costs of your proposed service including allocation of indirect costs.
2. Provide a statement of the method of financing, attach any endorsement documents necessary, of all start-up and operational costs including, but not limited to, the initial ambulance fleet and equipment and facility leases that requiring to begin operations.
3. Provide a statement of the amount of funding that will be dedicated to "Reserve for Contingencies".
4. Proposer shall submit a financial statement of all financial, and/or in-kind corporate / parental entity support to show all sources of funding that will support the provision of 911 Ambulance Services within Calaveras County.

5. If the Proposer's corporate / parental structure is larger than only the provision of 911 Ambulance service for MVEMSA, this statement shall include disclosing the full cost allocation of all shared overhead services charged to the Calaveras County 911 Ambulance Service EOA (including rationale). Typical overhead services include but are not limited to risk management, insurance, purchasing, maintenance, legal and human resource, or other functions if those functions are not solely dedicated to 911 Ambulance Service in Calaveras County.
6. Proposers will disclose, if applicable, the interest or use rate at which the parent / corporate entity loans money or services to the subsidiary corporation providing 911 Ambulance Services to Calaveras County.
7. Using the forms provided in Enclosure 14, provide the above information for each year of the first three years of operation. Additionally, provide complete information on projected revenue from ambulance service billing for each of the first three years. If revenue from ambulance service billing does not cover expected costs of operations, document your projected source of revenue to offset loss and provide a projected timeframe to recoup losses. "Full Cost" means all costs attributable to provision of service.

C. Billing and Collection System

1. Proposer will be responsible for humane billing and collection practices and must have a written Compassionate Care Policy. Proposer's collection practices shall be in accordance with all State collection laws and regulations. Proposer's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges and other inquiries.
2. The Proposer will have staff available at proposer's local headquarters, accessible via a toll-free phone number to provide an initial response to questions regarding patient bills. Proposer will provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.
3. Proposer will have a billing and collections system that is well-documented, easy to audit, customer friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.
4. Direct patient billing statements will be itemized so that all charges are clearly explained. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or paper.
5. If a patient is initially billed directly, Proposer's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.
6. If a patient has no third-party coverage, Proposer will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

D. Financial Hardship Policy

1. Proposer shall have a written financial hardship or compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity.
2. Proposer shall extend discounts to patients based upon such policy and such discounts will consider federal poverty level standards, ineligibility for Medi-Cal/Medicaid or other third-party coverage, as well as any extenuating circumstances.
3. For patients who are medically cleared and require transport from a Calaveras County receiving hospital for Behavioral Health hospitalization (WIC § 5150) within the County, the Proposer must submit a safe and efficient alternative non-ambulance transportation solution.

4. Proposer will submit an annual customer satisfaction survey provided by an external agency approved by MVEMSA.
5. Provide a description of your billing and collection system, including Spanish or other language preferences.
6. Provide copy of your financial hardship policy.
7. Provide a copy of a billing late notice.
8. Provide a description of how your organization evaluates and improves the billing and collection system.
9. Give at least one example of system improvement in the past year.

E. Annual Financial Audit

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

6.14 FUTURE OPTIONAL SYSTEM ENHANCEMENTS

- A. MVEMSA is interested in exploring during the terms of a contract resulting from this RFP the efficacy and financial viability of a tiered response system. An ALS and BLS 911 emergency ambulance transport response pilot program will be based on priority dispatch through EMD protocols approved by MVEMSA's Medical Director and will need a strong evaluation process to assess patient outcomes to ensure patient safety.
- B. Community Paramedic Community Care Programs: As approved by state statute and regulations, the County and MVEMSA may work together to provide additional creative solutions to support the health and welfare of community members through utilization of fire and ambulance personnel to conduct programs such as, reduction of repeat hospital visits with patient home follow-up, transportation to sobering center and mental health facilities.

SECTION VII – EXHIBITS

EXHIBIT 1 – Maps of EMS Exclusive Operating Areas and Population Areas

EXHIBIT 2 – Historical Call Data

EXHIBIT 3 – Proposer Scoring

EXHIBIT 4 – Response Times, Penalties and Liquidated Damages

EXHIBIT 5 – General Terms of Contract

EXHIBIT 6 – Proposed Ambulance Employee Compensation and Benefits – Paramedic and EMT-I

EXHIBIT 7 – Investigative Authorization – Company

EXHIBIT 8 – Investigative Authorization – Individual

EXHIBIT 9 – Calaveras County Ambulance Rates

EXHIBIT 10 – Proposed Ambulance Rates

EXHIBIT 11 – Proposed Operating and Start-Up Budget

EXHIBIT 12 - Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973

EXHIBIT 13 – Definitions

EXHIBIT 14 – Contacts

EXHIBIT 1 – MAPS OF EMS EXCLUSIVE OPERATING AREAS AND POPULTION AREAS

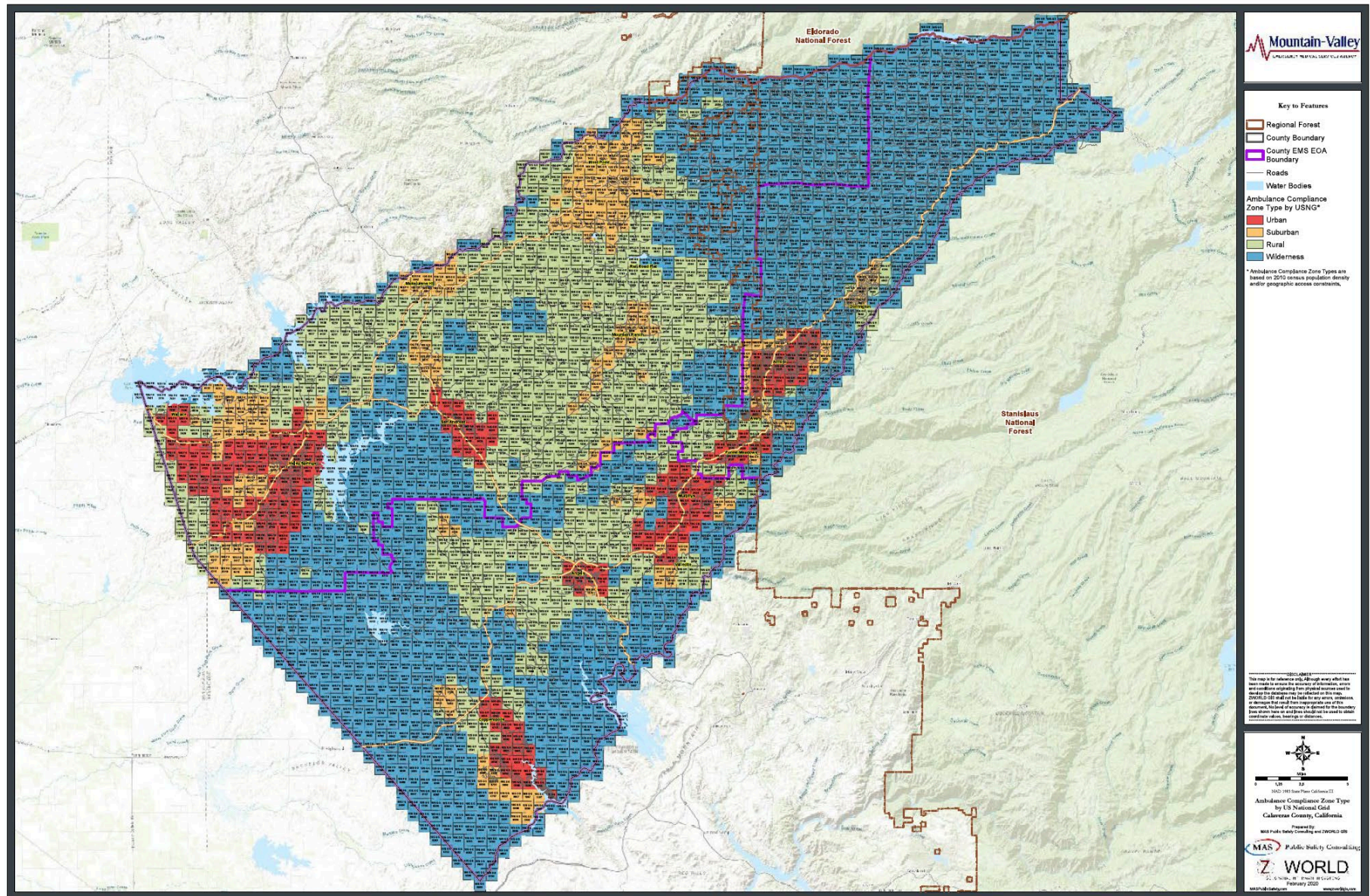
Definition of EMS System Standards:

1. Urban - all census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 101 to 500 persons or more per square mile.
2. Suburban - All census places with a population density of 51 to 100 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of 51 to 100 persons per square mile.
3. Rural - all census places with a population density of 7 to 50 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of 7 to 50 persons per square mile.
4. Wilderness - census tracts or enumeration districts without census tracts which have a population of less than seven persons per square mile.

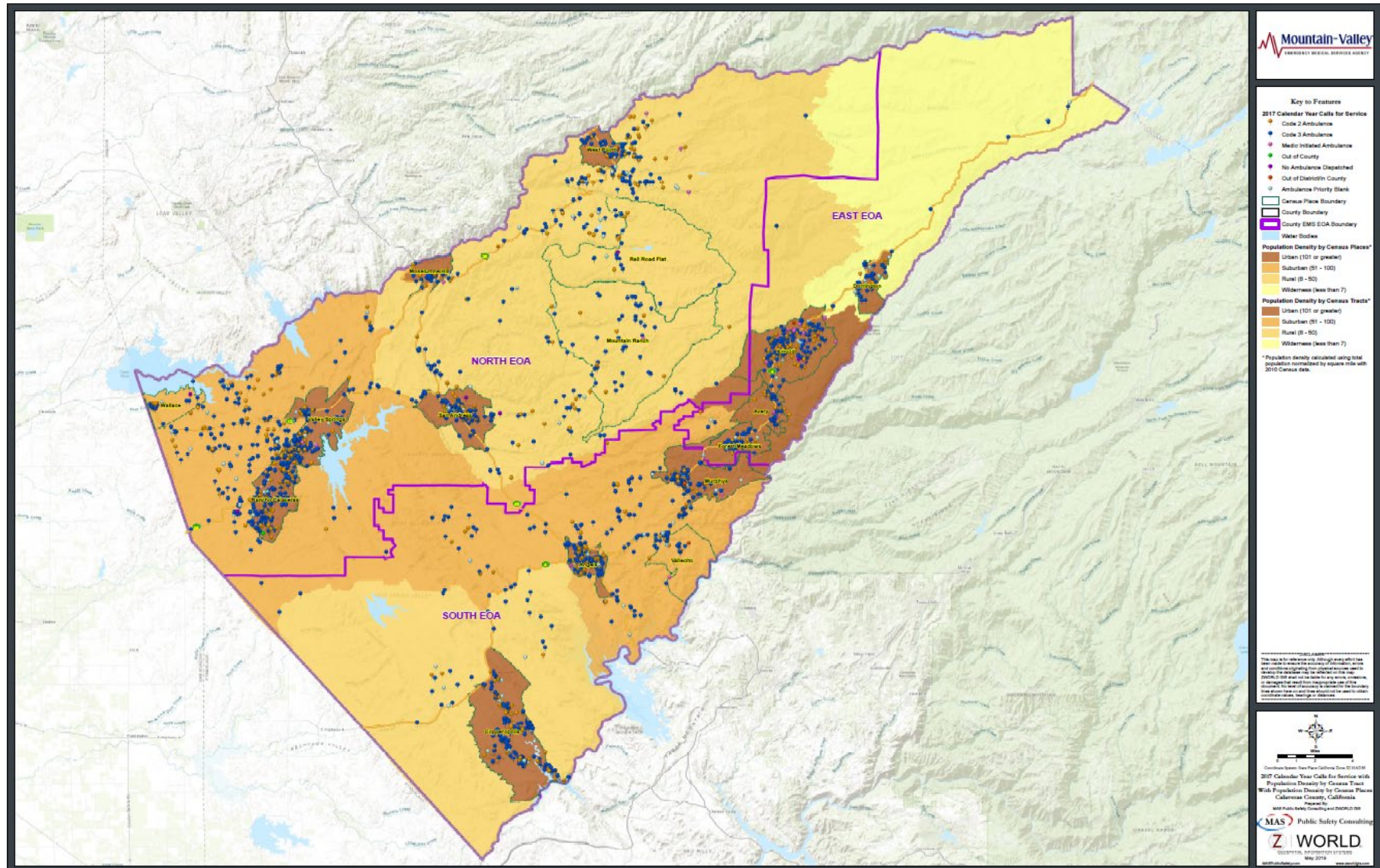
Calaveras County Ambulance Zones have been categorized by geography into response areas. For those response areas, that have an area meeting Urban population density, but have a call volume of less than 750 calls, in a two-year period, will be categorized as a Suburban Response Area for response time compliance. The Response Areas meeting that criteria are listed below:

Glencoe Mountain Ranch Paloma Railroad Flat West Point

MAP 1 – CALAVERAS EOA AREAS AND POPULATION DENSITY



MAP 2 – 2018 EMS 9-1-1 CALL DENSITY



For additional maps with greater detail please go to the Mountain-Valley EMS Agency website (<http://mvemsa.org/about-us/counties/calaveras>).

EXHIBIT 2 – HISTORICAL CALL DATA

Historical call data will be provided to all qualified Proposers after receipt of a Letter of Intent to bid.

EXHIBIT 3 – PROPOSERS SCORING

Proposer Scoring Sheet

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

Proposal Meets Minimum Qualifications Pass/Fail

Category	Pass	Fail
Experience		
Financial Condition		
Demonstration of Additional Qualifications		

Proposer Scoring Sheet

Evaluator: _____

Date: _____

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

Proposal Section	Evaluator Rating					Points Possible	Total Points
	Excellent	Good	Fair	Poor	Fail		
Credentials, Experience, and Local Management Team						50	
System Requirements						50	
Ambulance Deployment						30	
Vehicle (10-point additional credit for 4WD)						20 + 10	
Personnel						20	
Hospital & Community						20	
Disaster						20	
Quality Performance & ePCR						50	
Dispatch						30	
Additional Requirements						10	
Fiscal Strength* Scoring will be completed by CPA						40	
Total						350	

*Financial strength and stability of each Proposer will be assessed and evaluated separately by a financial expert and awarded up to 40 points.

Percent and Calculation of Points:

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

EXHIBIT 4 – RESPONSE TIME AND LIQUIDATED DAMAGE

Response Time Management

- A. Dispatch CAD data and the FirstWatch On-line Compliance Utility (“OCU”) program shall be used to calculate response times. Ambulance Response Time measures are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient situation. Response Time shall be measured in minutes and integer (whole) seconds and compliance determined on a fractile basis.
- B. Response Time specifications are for a performance-based approach rather than a level of effort undertaking involving defined locations. Contractor shall commit to employ whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within the EOA. Contractor shall deploy ambulance resources in a manner consistent with this goal.
- C. Each incident is a separate response.
- D. Each incident will be counted as a single response regardless of the number of units that are utilized.
- E. The Response Time of the Contractor’s first arriving emergency ambulance will be used to compute Contractor’s Response Time for that incident. This includes ambulance response from an entity requested to provide Mutual Aid for the Contractor. Contractor shall alert dispatch of all Field Supervisor and/or Clinical Field Specialist responses to the scene of an emergency and all associated times shall be documented; however, neither Field Supervisor nor Clinical Field Specialist response times shall be utilized for purposes of computing Response Time compliance.

Calculation of Response Times

- A. Calculation of Response Time shall begin at the time the following information, at a minimum, is transmitted to the assigned ambulance crew:
 - 1. Call priority;
 - 2. Exact address or descriptive location such as building or landmark;
 - 3. If no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance Response Time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.
- B. Calculation of Response Time shall stop when:
 - 1. The assigned ambulance notifies dispatch that it is “at-scene,” which is defined as fully stopped (wheels not in motion) at the location where it shall be parked during the incident; or
 - 2. In the instance of a response to an apartment complex or mobile home park when the unit enters the complex
 - 3. In the event “staging” is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area, or;
 - 4. At the time that dispatch notifies the assigned ambulance to cancel its response.

C. In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Contractor may also validate at scene time by MDT time stamp as documented in CAD or AVL play back.

D. Calculating Response Times - Changes in Call Priority:

1. Response Time calculations to determine compliance with Agreement standards and penalties for non-compliance shall be as follows:

Downgrades – If a call is downgraded to a lower priority prior to the emergency ambulance’s arrival at the scene, Contractor’s compliance and penalties will be calculated based on whether the higher priority Response Time standard has been exceeded at the time of the downgrade.

Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident prior to the emergency ambulance’s arrival at scene, Contractor shall be deemed compliant and not subject to penalties, provided the upgrade or change in priority does not occur after the passage of the lower priority Response Time threshold.

Reassignment En-route – If an emergency ambulance is reassigned en-route or turned around prior to arrival at 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 at scene from which the ambulance was diverted.

Canceled Calls – If an assignment is canceled prior to the emergency ambulance’s arrival at scene, compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.

Response Time Corrections and Exceptions

A. Contractor may request Response Time Correction(s) of arrival at scene time(s). In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Alternatively, at scene time may be validated by CAD timestamp or Geographic Positioning System (GPS) based on Automatic Vehicle Location (AVL) technology playback.

B. In some cases, certain specified responses will be excepted by MVEMSA and thereby deemed as compliant responses to be included in Response Time compliance calculations. These Exceptions will be for good cause only, as reasonably determined by MVEMSA. The burden of proof that there is good cause for the Exception shall rest with the Contractor.

- C. Contractor shall file a request for each desired Response Time correction or Exception on a monthly basis with MVEMSA via the online compliance utility (OCU) within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response. The MVEMSA Executive Director or her/his designee shall grant or deny Exceptions to performance standards and shall so advise the Contractor. The MVEMSA Executive Director or her/his designee will respond to time correction requests utilizing the OCU. Examples of Exceptions include but are not limited to:
1. Automatic Appeals (*to be granted by MVEMSA*):
 - a. Call was downgraded from Code 3 to Code 2 by at scene responders or by the dispatcher in accordance with County protocol and is Response Time compliant;
 - b. Call was upgraded and is Response Time compliant; and
 - c. Response canceled prior to the unit's arrival at scene; must provide evidence that call was canceled within required Response Time.
 2. Case-by-Case Appeals (to be considered by MVEMSA):
 - a. Off-road or off-paved road locations. On time performance will be measured from the time of dispatch to the time of the ambulance arrival at the unpaved road.

Response Time Exemptions

- A. Contractor shall maintain sufficient resources to achieve the specified Response Time standards. Contractor shall be responsible for prudent and reasonable planning and action related to system deployment. This may include, but is not limited to, deploying additional unit hours of ambulance coverage for holidays, special events, and weather-related emergencies, including periods of excessive heat or cold, or other weather related anomalies, to accommodate related additional workload.
- B. In the monthly calculation of Contractor's performance to determine compliance with Response Time Standards, every request for ambulance service from dispatch located within the Contractor's assigned EOA shall be included except in some cases, late and specified other responses will be excluded from Response Time compliance calculations and financial penalties. These Exemptions will be for good cause only, as reasonably determined by MVEMSA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor. Contractor may request that a response be excluded from the calculation of Response Time Standards, if that call meets the criteria defined below. Contractor shall file a request for each desired Response Time Exemption on a monthly basis with MVEMSA via the OCU within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response. MVEMSA Executive Director or her/his designee shall grant or deny exemptions to performance standards and shall so advise the Contractor. The MVEMSA Executive Director or her/his designee will respond to Exemption requests utilizing the OCU.
- C. Examples of Exceptions include, but are not limited to:
1. Automatic Appeals (to be granted by MVEMSA):
 - a. Additional ambulances responding to the same incident; first unit must meet Response Time standard; and
 - b. Responding ambulance is involved in a traffic collision, and Contractor is determined to be not at fault by law enforcement.

2. Case-by-Case Appeals (to be considered by MVEMSA): incimate weather conditions which impair visibility or create other unsafe driving conditions;
 - b. Wrong address provided by the requesting party;
 - c. Unavoidable delay caused by road construction;
 - d. Restricted roadway access;
 - e. Delays in transferring care to a hospital emergency department. It will be the provider's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of call through time unit available).
 - f. All other exemption requests shall be for good cause only, as determined by the MVEMSA. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time.

Response Time Reporting Requirements

- A. Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:
 1. Time call received by dispatch from PSAP;
 2. Time call received by Contractor;
 3. Time location verified;
 4. Time ambulance crew assigned;
 5. Time en-route to scene;
 6. Arrival at scene time;
 7. Arrival at patient's side;
 8. Total at scene time;
 9. Time en-route to transport destination;
 10. Total time to transport to destination;
 11. Arrival time at the destination;
 12. Time of patient transfer to receiving hospital personnel (transfer of care); and
 13. Time available at the destination (i.e. return to in service status).
- B. These reporting requirements may change. MVEMSA agrees to meet and confer with Contractor over such changes. If reporting requirements are modified and Contractor demonstrates an associated financial impact, MVEMSA Executive Director agrees to meet and confer with Contractor over that impact and cost or revenue mitigation.
- C. Contractor must synchronize its clocks with the Universal Time Coordinated ("UTC"). UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation.

Response Time Liquidated Damages

- A. It is the goal of MVEMSA to deliver the expected clinically driven response times to all incident’s ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures.
- B. Contractor is expected to maintain a minimum compliance of 90% monthly in each Response Time Zone.
- C. Contractor understands and agrees that the failure to comply with any time, performance or other requirements in this Agreement will result in damage to MVEMSA and the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and MVEMSA agree to the liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County.
- D. Contractor shall pay liquidated damages to MVEMSA each and every month that Contractor fails to attain response time compliance of at least ninety percent (90%). Response time liquidated damages for urban, suburban, rural and wilderness responses within each of the three (3) response zones shall be calculated in a rolled-up manner for the purposes of calculating monthly liquidated damages and/or for the purposes of breach. Liquidated damages will be calculated independently for Code Two and Code Three for each EOA.

Contractor shall be required to report response time performance for urban, suburban, rural and wilderness areas separately for the purpose of data collection and system quality improvement. Liquidated damages paid by the Contractor independently for each EOA for Code Two and Code Three calls in which it fails to maintain the requisite compliance shall be as follows:

89-89.99 %	\$500
88-88.99%	\$750
87-87.99%	\$1,250
86-86.99%	\$2,000
85-85.99%	\$3,000
<85 %	\$4,000

- E. Contractor shall pay liquidated damages to MVEMSA for each and every incident to which it has an Extended Response Time, unless Exempted by MVEMSA. An Extended Response Time is defined as failing to meet the required response time associated with an incident by ten (10) or more minutes. Liquidated damages paid by the Contractor for each Extended Response Time shall be as follows:

Response time elapsed in excess of requirement	10-15 min	\$250
	>16 min	\$375

- F. Contractor shall pay liquidated damages to MVEMSA of \$250 for each and every incident in which a preventable mechanical failure of an ambulance occurs with a patient on-board or responding to an incident if the ambulance is out of compliance with the approved maintenance schedule, exceeds mileage or age limits and/or exhausts its on-board fuel supply.
- G. Furthermore, Contractor shall pay liquidated damages to MVEMSA of \$125 for each incident in which Contractor's crew fails to report an at scene time which is not verifiable by verbal radio traffic, CAD timestamp or Geographic Positioning System (GPS) based Automatic Vehicle Location (AVL) technology playback.
- H. Phase-In Period (Discovery Period):
For the first three (3) months after the agreement is implemented, beginning April 1, 2021 through June 30, 2021 Response Time requirements specified herein shall be enforced but the penalty assessment will be waived to allow for adjustments in system status management. For the remainder of the Agreement period, Response Time requirements must be met, and penalties will be assessed for non-compliance.
- I. Other Repercussions:
If MVEMSA, with recommendation of the Emergency Medical Services Committee (EMSC) or other oversight committee designated by the MVEMSA Executive Director, determines that Contractor for three consecutive months has failed to maintain Response Time compliance as required by this Agreement and/or more than 6 compliance periods in a single zone in any rolling 12-month period, the MVEMSA may determine that there is a breach. Additionally, if Contractor has Extended Response Time as defined on more than ten percent (10%) of all late calls in any Response Time Compliance Zone which have not been granted Exceptions and/or Exemptions, MVEMSA may determine that Contractor has breached this Agreement. MVEMSA and Contractor acknowledge that the purpose of the Extended Response Time compliance requirement is to ensure quality of patient care and that invoking the breach provision relative to Extended Response Time compliance may be necessary only where Contractor is not using its best efforts to resolve issues affecting patient care. Therefore, prior to invoking a breach of contract for Extended Response Time non-compliance, MVEMSA shall provide Contractor an opportunity to cure any failure to comply with Extended Response Time requirements and agrees not to invoke the breach provision for Extended Response Time if Contractor demonstrates best efforts to resolve issues contributing to Contractor's failure to meet the Extended Response Time compliance requirements. Actions constituting best efforts include, but are not limited to the following:
1. Contractor agrees to conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.
 2. In consultation with MVEMSA, Contractor agrees it will utilize available resources and technology that do not unreasonably impact Contractor's cost or revenue to implement all process review study recommendations.
 3. Contractor agrees to conduct 100% review (Clinical and Operations) on Extended Response calls.

Notwithstanding the foregoing, Contractor shall not be entitled to a cure opportunity under this Paragraph if it has previously been afforded two such cure opportunities during the preceding three years.

J. Payments and Use of Liquidated Damages:

1. MVEMSA will make the final liquidated damages determination based on this section and will inform the Contractor of the incidents and damages incurred on a monthly basis. Contractor shall pay MVEMSA all damages within 30 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly on any payment made after the due date. The Contractor will pay all damage assessments to the Calaveras County EMS System Enhancement Fund.

2. Liquidated damages collected will be utilized in accordance with MVEMSA policy.

Liquidated damages will be assessed using the example below until full implementation of FirstWatch OCU:

The calculation of liquidated damages for all Code 3 responses will be based on the combination of urban, suburban and rural areas. The calculation of liquidated damages for all Code 2 responses will be based on the combination of urban, suburban and rural areas. See illustration in the chart below:

EXAMPLE PERFORMANCE REPORT		
Period	April 30, 2021	
ON-TIME COMPLIANCE FOR REPORTING		
EOA North & EOA South		
Response	North	South
Code 3		
Urban	90.50%	93.40%
Suburban	89.10%	92.60%
Rural	90.20%	94.40%
TOTAL	89.93%	93.47%
Code 2		
Urban	93.10%	93.50%
Suburban	93.10%	97.20%
Rural	93.10%	92.40%
TOTAL	93.10%	94.37%

TYPE	PENALTY	QTY	TOTALPENALTY	BREAKOUT
MONTHLY COMPLIANCE				
89-89.99%	\$500.00	1	\$500.00	PROPOSER
88-88.99%	\$750.00		\$0.00	COMPLIANCE
87-87.99%	\$1,250.00		\$0.00	EXT RESPONSE
86-86.99%	\$2,000.00		\$0.00	OTHER
85-85.99%	\$3,000.00		\$0.00	
<85%	\$4,000.00		\$0.00	
EXTENDED RESP				
EXT RESP 10-15	\$250.00	1	\$250.00	
EXT RESP >15	\$375.00		\$0.00	
OTHER				
MECH FAILURE	\$250.00		\$0.00	

<u>FAIL RPT ON SCENE</u>	<u>\$125.00</u>	<u>\$0.00</u>	TOTAL	\$750.00
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This is an example only of a monthly penalty report, showing infractions in each category. FirstWatch Online Compliance Utility will look different when fully implemented.

Monthly Compliance:

In this example monthly response compliance report, the Contractor scored an on-time compliance of 89.93% in the North EOA, resulting in a \$500 penalty. Therefore \$500 liquidated damage is assessed.

Extended Response:

Contractor had one call with an extended emergency response time. Therefore \$250 liquidated damage is assessed.

Other:

There were no Mechanical Failures or Failures to Report On Scene times.

Penalty Breakout:

Total monthly liquidated damage for this example is \$750.00. This amount will be paid to the MVEMSA Calaveras County EMS System Enhancement Fund.

EXHIBIT 5 – GENERAL TERMS OF CONTRACT

Agreement No. _____

AGREEMENT BETWEEN THE MOUNTAIN-VALLEY EMS AGENCY AND [Contractor name]

This Agreement is entered into this ___ day of _____, 20____, by and between the **Mountain-Valley EMS Agency**, hereinafter called “Agency,” and **[Insert contractor legal name here]**, hereinafter called “Contractor.”

* * *

Whereas the California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, California Health and Safety Code Sections 1797, et seq. at Sections 1797.224 and Section 1797.85, allows the local EMS agency to create Exclusive Operating Areas to restrict operations to one or more providers of emergency ambulance services and Advanced Life Support Services in the development of a local plan through a competitive bid process or without a competitive bid process if the area has been served in the same scope and manner without interruption since January 1, 1981; and

Whereas, pursuant to California Health and Safety Code, Section 1797.200, the County of Calaveras has designated the MVEMSA to be the local EMS agency and to develop a written agreement with any qualified Paramedic Ambulance Transport Provider that wishes to participate in the Advanced Life Support program in Calaveras County; and

Whereas, Title 22 California Code of Regulations Section 100167(b) (4) requires both public and private Paramedic Service Providers to have a written agreement with the local EMS Agency to provide advanced life support; and

Whereas, Section 5.26.060 of Calaveras County "Ambulance Ordinance" establishes that Exclusive Operating Areas and/or Non-exclusive Operating Areas shall be designated; and Section 5.26.060 establishes that those providing ambulance services must have an Ambulance Provider Agreement with the local EMS agency, and Section 5.26.060 establishes that the Ambulance Provider Agreement shall address minimum standards.

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

1. Exhibits and Attachments

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

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

2. Services to be performed by Contractor

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

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day], 20[last 2 digits of start year], through [Month and day], 20[last 2 digits of end year], with an option for 1 additional 5-year extension as determined by the Agency.

4. Termination

Either party may terminate this Agreement at any time for cause or for Major Breach of its provisions consistent with the provisions herein.

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

5. Contract Materials

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

6. Relationship of Parties

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

7. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778(3) of the California Civil Code.

b. Intellectual Property Indemnification

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

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

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

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

8. Assignability and Subcontracting

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

9. General Subcontracting Provisions

All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor's relationship to Agency.

A. First Responder Relationships

1. Contractor shall support the development and integration of the fire first response component of the EMS System and shall cooperate and support the expansion of ALS fire first response.
2. Contractor shall ensure that its personnel work professionally and collaboratively with the fire first responders in the transition of patient care at the scene.

B. Subcontracts

1. Contractor is responsible for the comprehensive services necessary for medical emergency response and transport. To the extent supportive services are desired from others such as fire entities in order to provide medical response and transport, written subcontracts must be entered into advance and requires prior approval of the Agency Contract Administrator. At no time however would response by an entity other than Contractor satisfy the response time requirement.
2. Contractor agrees to commence negotiations within 90 calendar days from the date of this agreement with fire agencies within their Exclusive Operating Areas. The agreement must be completed by INSERT DATE. **Upon mutual agreement between Contractor and fire agency, the Agency Contract Administrator may extend the agreement timeline up to 12 months.**
3. Contractor may be subject to Major Breach unless the Contractor is working in good faith with fire agencies in producing an agreement or an extension was given by the Contract Administrator.

C. The Contractor shall provide clear evidence that the scope of service designed for the Subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.

D. If the subcontract(s) and associated scope of service is approved, the Contractor shall be accountable for the performance of the Subcontractor(s).

E. The inability or failure of any Subcontractor to perform any duty or deliver contracted

performance will not excuse the primary Contractor from any responsibility under this Agreement.

- F. The Contractor shall designate a management liaison to work with the Agency in monitoring compliance of Subcontractors with contractual and system standards.

10. Insurance

Contractor, at its sole cost and expense, shall obtain, maintain, and comply with all Agency insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to Calaveras County Counsel and Calaveras County Risk Management and shall be primary coverage as respects County.

A. Insurance

1. Without limiting the County of Calaveras or the Agency's right to obtain indemnification from the Contractor or any third parties, subject to the Contractor's right to seek subrogation for indemnification paid to the County of Calaveras and Agency under the Agreement and to the extent such indemnification is paid pursuant to this paragraph, the Contractor, at its/their sole expense, shall maintain or cause to be maintained in full force and effect the following insurance throughout the term of the Agreement:
 - a. For the Contractor's local operation in Calaveras County - combined public liability, general liability, bodily injury and property damage liability insurance in amount of not less than five million dollars (\$5,000,000) in coverage for each occurrence.
 - b. Medical liability insurance and automobile liability insurance, in an amount of not less than three million dollars (\$3,000,000) in coverage for any injury or death arising out of any one occurrence, and each of said insurance coverage shall have an annual aggregate limitation of not less than \$2,000,000.
 - c. Worker's compensation insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the Contractor's personnel who will be assigned to the performance of the Agreement by the Contractor in accordance with the California Labor Code.
 - d. \$4,000,000 per occurrence for Private and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions to be carried at all times during the term of the Contract and for three years thereafter.
2. Such insurance policies shall name the County of Calaveras, its officers, agents, and employees, and the Agency, its officers, agents and employees, as an additional named insured (except for worker's compensation insurance). Such coverage for said additional named insured shall be primary insurance and any other insurance, or self-insurance, maintained by the County of Calaveras, its officer, agents, and employees, the Agency, its officers, agents and employees, shall be secondary and excess only and not contributing with insurance provided under the Contractor's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar day's written notice given to the Agency and the County Risk Management Division. If such insurance policies have a deductible, or if a Self-Insured Retention has a deductible, such deductible shall be in an amount not more than ten thousand dollars (\$10,000) per occurrence unless approved by Contract Administrator. For Workers' Compensation Insurance, the insurance carrier shall agree to waive all rights of subrogation against the Agency, the County, and their respective officers, officials and employees for losses arising

from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

3. Contractor shall provide certificates of insurance on the foregoing policies as required herein to the Agency annually, which state or show that such insurance coverage has been obtained and is in full force and effect.
4. Contractor's obligation to defend, indemnify, and hold the Agency and the County of Calaveras, and their agents, officers, and employees harmless under the provisions of the paragraphs in this section is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

11. Compliance with Laws

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which

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

d. Compliance with Agency's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting: Violation of Non-discrimination Provisions

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

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

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded an Agency contract for a period of up to 3 years;

- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Agency Manager.

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

13. Retention of Records: Right to Monitor and Audit

- (a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after Agency makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by Agency, a Federal grantor agency, and the State of California.
- (b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by Agency.
- (c) Contractor agrees upon reasonable notice to provide to Agency, to any Federal or State department having monitoring or review authority, to Agency's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause: Amendments

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

15. Controlling Law

This Agreement shall be interpreted under California law and according to its fair meaning and not in favor of or against any party.

16. Notices

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

In the case of Agency, to:

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

In case of Contractor, to:

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

17. Electronic Signature

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

18. Payment of Permits/Licenses

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

* * *

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

Mountain-Valley Emergency Medical Services Agency

By: _____
MVEMSA Executive Director

By: _____
Chairman of the Board

CONTRACTOR

By: _____

EXHIBIT 6 – PROPOSED AMBULANCE EMPLOYEE COMPENSATION AND BENEFITS – PARAMEDIC AND EMT-I

Paramedic compensation package

Proposer

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

Hourly Wage (straight time):

Lowest			
Highest			
Median			

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

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

Paid Vacation (days per year)

Paid Holidays (days per year)

Sick Leave (days per year)

Paid Cont. Ed. (hours per year)

Uniform Allowance (per year)

Tuition Reimbursement (per year)

Health Care

Medical

% Covered

\$ Deductible

Dental

% Covered

--	--	--

Optical

% Covered

--	--	--

Describe any of the following that are provided:

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

EMT-I compensation package

Proposer

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

Hourly Wage (straight time):

Lowest			
Highest			
Median			

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

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

Paid Vacation (days per year)

Paid Holidays (days per year)

Sick Leave (days per year)

Paid Cont. Ed. (hours per year)

Uniform Allowance (per year)

Tuition Reimbursement (per year)

Health Care

Medical

% Covered

\$ Deductible

Dental

% Covered

--	--	--

Optical

% Covered

--	--	--

Describe any of the following that are provided:

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

EXHIBIT 7 – INVESTIGATIVE AUTHORIZATION - COMPANY

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

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

This authorization shall expire one year from the date of the signature.

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

Date

Organization

By: Signature (authorized representatives)

Name(s) (printed)

Title

State of

County of

On this _____ day of _____ 2020 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement and acknowledged that s/he executed the same has her/his free act and deed.

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

Notary Public

(Seal)

My Commission Expires

EXHIBIT 8 – INVESTIGATIVE AUTHORIZATION - INDIVIDUAL

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

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that the County of Calaveras, MVEMSA, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire twelve (12) months from the signature date.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date

Signature

Individual Name (typed)

State of _____

County of _____

On this _____ day of _____ 2020 before me, the undersigned, a Notary Public in and for the said County and State, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed.

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

Notary Public

(Seal)

My Commission Expires _____

EXHIBIT 9 – CALAVERAS COUNTY AMBULANCE RATES

North & South EOA - Effective July 2018

ALS 1 base rate (emergency)	\$2,679.55
ALS base rate (non-emergency)	\$1,931.77
ALS 2 base rate (emergency)	\$3,427.33
BLS base rate (emergency)	\$1,900.61
BLS base rate (non-emergency)	\$1,152.83
SCT base rate	\$4,175.11
Treat and Release	\$934.73
Wait Time (15 min.)	\$62.32
Mileage	\$74.78
Night charge (7pm-7am)	\$274.19
Oxygen	\$244.27
Ventilator / CPAP	\$492.29
Spinal Immobilization	\$142.08
Venipuncture	\$209.38
Advanced Airway	\$215.61
Major Trauma / Burn	\$207.51
Splinting	\$124.32
OB	\$107.18
Activated Charcoal	\$121.83
Adenosine	\$281.35
Aspirin (324mg)	\$4.67
Atropine	\$137.09
Calcium Chloride	\$132.11
Dextrose	\$186.95
Diphenhydramine	\$88.49
Dopamine	\$188.81
Epinephrine 1:10,000	\$137.09
Epinephrine 1:1,000	\$125.25
Fentanyl (100mcg)	\$87.24
Glucagon	\$383.86
Glucose Paste	\$57.02
Lidocaine 2%	\$83.19
Lidocaine Drip	\$139.59
Lidocaine Jelly	\$104.07
Midazolam (Versed)	\$58.89
Morphine (10mg)	\$89.73
Naloxone (2mg)	\$210.62
Nitroglycerine (0.4mg)	\$39.88
Proventil	\$22.43
Sodium Bicarb.	\$186.95
Zofran	\$39.88

The charges listed above reflect current rates and have not changed since the posted date. Ambulance rates proposed in the RFP may be increased annually to adjust for inflation. No later than forty-five days prior to each adjustment date, Contractor(s) may request the MVEMSA Executive Director to consider approval of a user fee adjustment. In order to ensure a fair and appropriate cost to residents and visitors to the EOA service area, the MVEMSA Executive Director will have the final authority to set the CPI rate adjustment. The MVEMSA Executive Director's decision will be informed by documentation submitted by the provider to substantiate the need for a rate increase. Such documentation may include but are not limited to audited financial statements, collection rate and payer mix.

During the term of the agreement, Contractor(s) will be allowed opportunities for rate adjustments, which may be based on the Bay Area Consumer Price Index (CPI) and/or other appropriate indexes reflecting increased costs of operations. The Proposer may propose rate changes to MVEMSA no more frequently than annually unless the Proposer can demonstrate to the satisfaction of MVEMSA that, due to extraordinary changes in reimbursement or the cost structure of the Contractor(s) operations which were beyond the control of the Contractor(s), an undue financial hardship would be placed on the Contractor(s) in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the contract.

EXHIBIT 10 – PROPOSED AMUBLANCE RATES

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

Proposed ambulance rates

Base Rate	
Night charge	
Oxygen	
Mileage	
Technology and Equipment Upgrade Fund	\$1.00 per mile

Attach a list of any other specific charges proposed.

Medicare

Do you accept Medicare assignment? _____ Yes _____ No

Definition: Reference: HCFA – 460 form

Medicare Participating Physician or Supplier Agreement

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

_____ Date

_____ Responding organization

_____ By: Signature (authorized representative)

_____ Name (printed)

_____ Title

Charge scenarios

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

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

SCENARIO #1: A 66-year-old female is complaining of chest pain. This call occurs at 04:00 in the morning and the patient’s home is 22 miles from the receiving hospital.

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

EXHIBIT 10 – PROPOSED AMUBLANCE RATES

SCENARIO #2: An 18-year-old unconscious diabetic is treated with glucose and shortly thereafter refuses treatment signing out AMA. Field personnel spend 45 minutes on this call prior to clearing.

Total	\$
Base rate	\$
Emergency response	\$
Oxygen	\$
I.V. administration equipment	\$
I.V. solution	\$
Glucose	\$
Narcan	\$
Cardiac monitor	\$
	\$
	\$
	\$
	\$
	\$
	\$

EXHIBIT 11 – PROPOSED OPERATING AND START-UP BUDGET

Proposer: _____

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

Basis for Revenue Projections

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

EXHIBIT 12 – ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

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

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

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date:

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

EXHIBIT 13 – DEFINITIONS

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

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

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

Ambulance Ordinance - The Calaveras County Ambulance Ordinance.

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

Ambulance Zone - A geographic area, defined as the North Zone, South Zone, or East Zone, that has been designated as an Exclusive Operating Area by the Calaveras County Board of Supervisors for all Ambulance Services pursuant to a competitive bid process.

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

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

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

Authorized EMS Dispatch Center - The Authorized Emergency Medical Services (EMS) Dispatch Center, within Calaveras County, authorized for the dispatch of ambulance services by the Agency. This center is the County's primary Public Safety Answering Point (PSAP) and a function of the Calaveras County Sheriff's Department.

AVL – Automatic vehicle locator.

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

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

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

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

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

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

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

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

CARES - The Cardiac Arrest Registry to Enhance Survival or CARES was initiated in 2004 as an agreement between the Center for Disease Control and Prevention and the Department of Emergency Medicine at Emory University. CARES was developed to help communities determine standard outcome measures for out-of-hospital cardiac arrest locally allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.

Code-One Call - Any non-Code-3 or Code-2 request for service that is scheduled, and a medical determination has been made that no detriment to the patient will occur as a result of a delay in transportation.

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

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

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

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

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

Contract - The agreement between Mountain-Valley EMS Agency, Calaveras County and Contractor awarded pursuant to this solicitation.

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

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

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

County - Calaveras County

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

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

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

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

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

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

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

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

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

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

EMS Agency – The Mountain-Valley Emergency Medical Services Agency

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

EMS Aircraft - Includes air ambulances and all categories of rescue aircraft as defined in the California Code of Regulations, Title 22, Division 9, Chapter 8.

EMResource - A web-based program designed to address resource management needs providing users the ability to understand the operational status of a hospital or emergency department in order to make critical operational decisions.

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

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

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

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

Exclusive Operating Area (EOA) – means an EMS area or subarea defined by the emergency medical services plan for which a local EMS Agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support as defined in California Health and Safety Code Section 1797.85.

Fire First Responder – BLS and ALS Fire departments in Calaveras County.

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

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

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

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

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

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

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

Inter-Facility Transports (IFT) – Ambulance transports between healthcare facilities, typically non-emergency in accordance with MVEMSA Policy 580.11, Ambulance Transfer Policy.

Key Employee - Employees of the Contractor jointly identified by Mountain-Valley EMS Agency and the Contractor as possessing unique skill and experience that was a material consideration in Mountain- Valley EMS Agency’s decision to award a contract.

LEMSA – Local EMS Agency

LIFENET - The LIFENET® System is a comprehensive cloud-based platform that helps teams work more efficiently. Share critical patient data to help care teams reduce time-to-treatment for STEMI patients. Request a remote cardiology consult through the dedicated LIFENET Consult application. Rapidly distribute post-event review data to crews immediately after a code. Manage LIFEPAK device software and configuration fleet wide from a single website. The LIFENET System provides innovative tools to help teams work as efficiently as possible.

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

MDC – Mobile data computer (also known as MDT- Mobile Data Terminal)

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

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

Medical Director – shall mean the Mountain-Valley EMS Agency Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

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

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

MVEMSA- The Mountain-Valley Emergency Medical Services Agency

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

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

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

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

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

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

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

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

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

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

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

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for

assistance through the E-9-1-1 system or over private telephone lines.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 14 – CONTACTS

All cities in the City Column listed in the table are located in California and the area code for the telephone numbers is 209. The following table lists the contact information for each of the above referenced agencies in the County:

Organization	Contact	Address	City	Zip	Phone
DISPATCH					
Calaveras Co. Sheriff's Dept. Communications Center	Sergeant responsible for Dispatch	861 Mountain Ranch Rd.	San Andreas	95249	754-6574
CalFire Communications Center	ECC Director	785 Mountain Ranch Rd.	San Andreas	95249	754-2709
FIRE DEPARTMENTS/DISTRICTS					
North Zone					
CalFire	Division Chief	785 Mountain Ranch R.	San Andreas	95249	754-3831
Central Calaveras Fire & Rescue	Fire Chief	19927 Jesus Maria Rd	Mokelumne	95245	754-4330
Calaveras Consolidated FPD	Fire Chief	3255 Helisma	Valley Springs	95252	772-0202
Mokelumne Hill FPD	Fire Chief	P.O. Box 281	Mokelumne Hill	95245	286-1389
San Andreas FPD	Fire Chief	P.O. Box 88	San Andreas	95249	754-4693
West Point FPD	Fire Chief	P.O. Box 315	West Point	95255	293-7000
South Zone					
Altaville-Melones FPD	Fire Chief	P.O. Box 431	Altaville	95221	736-4461
CalFire	Division Chief	785 Mountain Ranch Rd.	San Andreas	95249	754-3831
City of Angels Fire	Fire Chief	P.O. Box 457	Angels Camp	95222	736-4081
Copperopolis FPD	Fire Chief	P.O. Box 131	Copperopolis	95228	785-2393
Murphys FPD	Fire Chief	P.O. Box 1260	Murphys	95247	728-3864
East Zone					
CalFire	Division Chief	768 Mountain Ranch Rd.	San Andreas	95249	754-3831
Ebbetts Pass FPD	Fire Chief	P.O. Box 480	Arnold	95223	795-1646
LAW ENFORCEMENT					
Calaveras Co. Sheriffs Dept.	Sheriff	861 Mountain Ranch Rd.	San Andreas	95249	754-6500
City of Angels Police Dept.	Police Chief	P.O. Box 459	Angels Camp	95222	736-2567
California Highway Patrol	Commander	749 Mountain Ranch Rd., Ste. 1	San Andreas	95249	754-3541
OTHER CONTACTS					
Calaveras County Office of Emergency Services	OES Director	861 Mountain Ranch	San Andreas	95249	754-7500
Mark Twain Medical Center	Chief Financial Officer	768 Mountain Ranch Rd.	San Andreas	95249	754-2511
US Forest Service	Ranger	P.O. Box 500	Hathaway Pines	95233	795-1381
Calaveras Big Trees State Park	Park Superintendent	P.O. Box 120	Arnold	95223	795-2334
Alpine County	Sheriffs Deputy	P.O. Box 5103	Bear Valley	95223	753-2321
Bear Valley Ski Resort	Manager	P.O. Box 5038	Bear Valley	95223	753-2301



REQUEST FOR PROPOSALS

RFP# MVEMS-2020-3 EXCLUSIVE OPERATOR FOR 9-1-1 EMERGENCY ADVANCED LIFE SUPPORT AMBULANCE TRANSPORT SERVICES FOR AN EXCLUSIVE OPERATING AREA (OR AREAS) WITHIN CALAVERAS COUNTY

ADDENDUM No. 1

06/15/20

NOTICE TO ALL POTENTIAL PROPOSERS:

Notice is hereby given to all potential Proposers that this is an addendum to RFP# MVEMS-2020-3 Exclusive Operator for 9-1-1 Emergency Advanced Life Support Ambulance Transport Services for an Exclusive Operating Area (or Areas) within Calaveras County. Please note the following changes to the proposal before submitting your offer.

A signed and dated copy of this addendum must accompany your proposal.

The following changes have been made to RFP# MVEMS 2020-3 require amending as follows:

- Page 2, Schedule, Authorized Contact Person Email has been amended to replace the email address with CalaverasRFP@mvemsa.com
- Page 15, Section II.2.1.B. has been amended to replace the email address with CalaverasRFP@mvemsa.com
- Page 20, Section II.2.10.A.4 has been amended to replace the email address with CalaverasRFP@mvemsa.com

The Mountain-Valley Emergency Medical Services Agency (MVEMSA) on behalf of the Calaveras County Board of Supervisors, invites experienced and qualified organizations to submit proposals to provide 9-1-1 Emergency Advanced Life Support (ALS) Ambulance Transport Services for the North and South EOAs within Calaveras County.

MVEMSA is designated by the Calaveras County Board of Supervisors, pursuant to California Health and Safety Code, Section 1797.200, as the County’s Local EMS Agency by virtue of the County’s membership in the Agency’s Joint Powers Authority. The successful Proposer(s) will be granted a contract for exclusive market rights for 9-1-1 emergency ALS ambulance transport services for an initial period of five years. The start date for the service will be April 1, 2021 at 08:00 AM, Pacific Time.

MVEMSA and Calaveras County EMS system stakeholders are looking for a 911 emergency ALS ambulance transport partner to join their system and bring innovative solutions to all areas within the North and South EOAs focused on providing the highest quality patient care.

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

Solicitation Number	MVEMSA-2020-3	Time
Proposal Document Available	June 12, 2020	9:00 AM
Deadline for Written Questions	June 26, 2020	1:00 PM
Proposers Conference, Response to Questions, Amendments to RFP Released (if any)	July 2, 2020	10:00 AM
Letter of Intent Due (via email)	July 8, 2020	4:00 PM
Proposals Due	August 13, 2020	11:30 AM
Time and Place of Response Opening	August 13, 2020	1:30 PM
Oral Presentations	August 27, 2020	9:00 AM
Notice of Intent to Award	September 2, 2020	10:00 AM
Last Day to Protest	September 9, 2020	10:00 AM
Award to Provider	September 23, 2020	1:00 PM
Implementation of Service	April 1, 2021	8:00 AM
MVEMSA Mailing & Meeting Address (for hard-copy communication, proposal submission and proposers conference location)	Mountain-Valley EMS Agency 1101 Standiford Ave., Ste. D1 Modesto, CA 95350	
Authorized Contact Person	Lance Doyle, MBA, Paramedic Executive Director Mountain-Valley EMS Agency	
Authorized Contact Person E-mail	<u>CalaverasRFP@mvemsa.com</u>	

SECTION II – INSTRUCTIONS FOR PROPOSERS

2.1 PRE-SUBMITTAL ACTIVITIES

A. Registration

Response must be received in the MVEMSA on or before 11:30 a.m. on date specified in this Request for Proposal. The time specified will be as defined by the Agency's official system time in the office of MVEMSA, 1101 Standiford Ave., Suite D1, Modesto, CA 95350. It is the sole responsibility of the submitting Proposer to ensure that its response is received before the submission deadline.

Response must be labeled as:

Mountain-Valley EMS Agency Request for Proposal # MVEMSA- 2020-3

B. Questions and Comments

Submit questions and/or comments including notifications of apparent errors, to:

Mountain-Valley EMS Agency
1101 Standiford Ave., Suite D1 Modesto, CA 95350
Attention: Lance Doyle, Executive Director
Email: CalaverasRFP@mvemsa.com

1. Request for changes

- a. If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language and any process substitutions should be submitted by proposer no later than the during the proposer's conference.
- b. Requests submitted after the deadline will not be accepted. MVEMSA's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, MVEMSA may reject those requesting changes.

2. Request for Substitution of Specified Equipment, Material, or Process

- a. Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.
- b. If requesting a substitution for a required item, submit requests by the Deadline for Questions and Comments. Furnish all necessary information required for the MVEMSA, in its sole judgment, to make a determination as to the comparative quality and suitability of any suggested alternatives. MVEMSA's decision will be final. If alternatives are accepted, the MVEMSA will issue an addendum to the solicitation.

C. Revisions to the Solicitation

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

1. Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP.
2. The services are no longer required.
3. All otherwise acceptable proposals received are at unreasonable prices.

1. Objections to RFP requirements may be filed prior to September 9, 2020. Objections regarding the content of any addenda must be filed within 5 days of the addenda being issued.
2. Protests regarding the procurement process or the notice of intent to award must be filed prior to contract award.
3. MVEMSA will only review protests submitted by an interested party, defined as an actual or prospective Proposer whose direct economic interest could be affected by MVEMSA's conduct of the solicitation.
4. Submit protests to: Lance Doyle, Executive Director (CalaverasRFP@mvemsa.com), Mountain-Valley EMS Agency 1101 Standiford Ave., Suite D1, Modesto, CA 95350.
5. Protest not resolved at this level maybe appealed to a higher-level authority by going to the MVEMSA Board of Director member unaffiliated with Calaveras County.

B. Protest Deadlines

Submit protests with any supplemental materials by 10:00 a.m. PST, as appropriate, on the deadlines set forth on page 2 of this RFP. The date of filing is the date MVEMSA receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by MVEMSA.

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

C. Protest Contents

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

D. Reply to Protest

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

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent MVEMSA from proceeding with negotiations or awarding a contract while a protest is pending.



REQUEST FOR PROPOSALS

RFP# MVEMS-2020-3 EXCLUSIVE OPERATOR FOR 9-1-1 EMERGENCY ADVANCED LIFE SUPPORT AMBULANCE TRANSPORT SERVICES FOR AN EXCLUSIVE OPERATING AREA (OR AREAS) WITHIN CALAVERAS COUNTY

ADDENDUM No. 2

07/02/20

NOTICE TO ALL POTENTIAL PROPOSERS:

Notice is hereby given to all potential Proposers that this is an addendum to RFP# MVEMS-2020-3 Exclusive Operator for 9-1-1 Emergency Advanced Life Support Ambulance Transport Services for an Exclusive Operating Area (or Areas) within Calaveras County. Please note the following changes to the proposal before submitting your offer.

A signed and dated copy of this addendum must accompany your proposal.

The following changes have been made to RFP# MVEMS 2020-3 and require amending as follows:

- Page 13, Section 1.7.A.3 has been revised to read, "Proposer shall compensate ALS fire first responder for services rendered as a result of this partnership."
- Page 13, Section 1.7.A.4, second sentence has been revised to read, "Proposer and fire first responder will mutually determine the cost value for compensation of ALS fire first responder services and shall not compensate fire for more than the actual cost to the proposer."

1.7 OPPORTUNITIES WITH ALS FIRE SERVICES

A. Background

1. MVEMSA has determined that an effective means of providing high levels of patient care may include a system using agreements between ALS fire services and paramedic ambulance services. Fire apparatus staffed with a minimum of one paramedic and one EMT may extend ambulance response times per the response time matrix below. MVEMSA desires to provide this high level of service while also ensuring that patient fees are equivalent to other emergency ambulance service fees in the region and are reimbursable under applicable regulations.
2. The Proposer for the South Zone is encouraged to include an agreement with the Copperopolis Fire Protection District to provide ALS fire first response services and / or ALS ambulance transport services in the Districts response zone to meet the requirements of this RFP. The Ambulance Response Time Standards below outline response times with the option of ALS fire first response services.

Call Type for North and South EOA	Ambulance without Fire Agreement	ALS Fire Response Time with Contractor Agreement	Ambulance with ALS Fire Agreement
Urban Response to 90 percent of calls each month			
Code 3	13:59	9:59	19:59
Code 2	17:59	13:59	23:59
Suburban Response to 90 percent of calls each month			
Code 3	19:59	17:59	27:59
Code 2	23:59	21:59	31:59
Rural Response to 90 percent of calls each month			
Code 3	29:59	27:59	37:59
Code 2	33:59	31:59	41:59
Wilderness (Audit each call)			
Code 3	ASAP	ASAP	ASAP
Code 2	ASAP	ASAP	ASAP

3. Proposer shall compensate ALS fire first responder for services rendered as a result of this partnership.
4. MVEMSA wants to ensure that the fire service is compensated for supporting the Contractor by providing ALS first response services provided for under this agreement. Proposer and fire first responder will mutually determine the cost value for compensation of ALS fire first responder services and shall not compensate fire for more than the actual cost to the proposer.
5. Fire services interested in participating in this arrangement shall agree to the terms identified in the RFP including but not limited to:
 - a. Assess all patients and begin treatments according to protocol.
 - b. Reduce incoming ALS ambulance to Code 2, if emergency response is unnecessary.
 - c. Complete an ePCR on all medical responses.
 - d. Participate in MVEMSA quality improvement program.
 - e. Accountability via First Watch surveillance platform (FirstWatch and FirstPass).



REQUEST FOR PROPOSALS

RFP# MVEMS-2020-3 EXCLUSIVE OPERATOR FOR 9-1-1 EMERGENCY ADVANCED LIFE SUPPORT AMBULANCE TRANSPORT SERVICES FOR AN EXCLUSIVE OPERATING AREA (OR AREAS) WITHIN CALAVERAS COUNTY

ADDENDUM No. 3
07/02/20

NOTICE TO ALL POTENTIAL PROPOSERS:

Notice is hereby given to all potential Proposers that this is an addendum to RFP# MVEMS-2020-3 Exclusive Operator for 9-1-1 Emergency Advanced Life Support Ambulance Transport Services for an Exclusive Operating Area (or Areas) within Calaveras County. Please note the following changes to the proposal before submitting your offer.

A signed and dated copy of this addendum must accompany your proposal.

The following changes have been made to RFP# MVEMS 2020-3 and require amending as follows:

- Page 25, Section IV, Cyber Liability requirement has been revised to read, "To be carried at all times during the term of the Contract and for three years thereafter."
- Page 64, Exhibit 5, Section 10.A.1.d has been revised to read, "Insurance for Private and Network Security as well as Technology Errors and Omissions to be carried at all times during the term of the Contract and for three years thereafter."

SECTION IV – INSURANCE

Provide evidence of insurance for each of the checked categories

<input type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$5,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this service or must be twice the required occurrence limit.
<input type="checkbox"/>	Automobile Liability	\$3,000,000 Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
<input type="checkbox"/>	Workers' Compensation	As required by the State of California.
<input type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$3,000,000 - per occurrence, \$4,000,000 aggregate.
<input type="checkbox"/>	Cyber Liability	To be carried at all times during the term of the Contract and for three years thereafter.

4.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

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

A. Privacy and Network Security

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

B. Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

performance will not excuse the primary Contractor from any responsibility under this Agreement.

- F. The Contractor shall designate a management liaison to work with the Agency in monitoring compliance of Subcontractors with contractual and system standards.

10. Insurance

Contractor, at its sole cost and expense, shall obtain, maintain, and comply with all Agency insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to Calaveras County Counsel and Calaveras County Risk Management and shall be primary coverage as respects County.

A. Insurance

1. Without limiting the County of Calaveras or the Agency's right to obtain indemnification from the Contractor or any third parties, subject to the Contractor's right to seek subrogation for indemnification paid to the County of Calaveras and Agency under the Agreement and to the extent such indemnification is paid pursuant to this paragraph, the Contractor, at its/their sole expense, shall maintain or cause to be maintained in full force and effect the following insurance throughout the term of the Agreement:
 - a. For the Contractor's local operation in Calaveras County - combined public liability, general liability, bodily injury and property damage liability insurance in amount of not less than five million dollars (\$5,000,000) in coverage for each occurrence.
 - b. Medical liability insurance and automobile liability insurance, in an amount of not less than three million dollars (\$3,000,000) in coverage for any injury or death arising out of any one occurrence, and each of said insurance coverage shall have an annual aggregate limitation of not less than \$2,000,000.
 - c. Worker's compensation insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the Contractor's personnel who will be assigned to the performance of the Agreement by the Contractor in accordance with the California Labor Code.
 - d. Insurance for Private and Network Security as well as Technology Errors and Omissions to be carried at all times during the term of the Contract and for three years thereafter.
2. Such insurance policies shall name the County of Calaveras, its officers, agents, and employees, and the Agency, its officers, agents and employees, as an additional named insured (except for worker's compensation insurance). Such coverage for said additional named insured shall be primary insurance and any other insurance, or self-insurance, maintained by the County of Calaveras, its officer, agents, and employees, the Agency, its officers, agents and employees, shall be secondary and excess only and not contributing with insurance provided under the Contractor's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar day's written notice given to the Agency and the County Risk Management Division. If such insurance policies have a deductible, or if a Self-Insured Retention has a deductible, such deductible shall be in an amount not more than ten thousand dollars (\$10,000) per occurrence unless approved by Contract Administrator. For Workers' Compensation Insurance, the insurance carrier shall agree to waive all rights of subrogation against the Agency, the County, and their respective officers, officials and employees for losses arising



REQUEST FOR PROPOSALS

RFP# MVEMS-2020-3 EXCLUSIVE OPERATOR FOR 9-1-1 EMERGENCY ADVANCED LIFE SUPPORT AMBULANCE TRANSPORT SERVICES FOR AN EXCLUSIVE OPERATING AREA (OR AREAS) WITHIN CALAVERAS COUNTY

ADDENDUM No. 4
07/02/20

NOTICE TO ALL POTENTIAL PROPOSERS:

Notice is hereby given to all potential Proposers that this is an addendum to RFP# MVEMS-2020-3 Exclusive Operator for 9-1-1 Emergency Advanced Life Support Ambulance Transport Services for an Exclusive Operating Area (or Areas) within Calaveras County. Please note the following changes to the proposal before submitting your offer.

A signed and dated copy of this addendum must accompany your proposal.

The following changes have been made to RFP# MVEMS 2020-3 and require amending as follows:

- Page 42, Section 6.13.E.1, third sentence has been revised to read, "Statements shall be available to MVEMSA Executive Director on an annual basis within one hundred twenty (120) calendar days of the close of the Contractor's fiscal year."

4. Proposer will submit an annual customer satisfaction survey provided by an external agency approved by MVEMSA.
5. Provide a description of your billing and collection system, including Spanish or other language preferences.
6. Provide copy of your financial hardship policy.
7. Provide a copy of a billing late notice.
8. Provide a description of how your organization evaluates and improves the billing and collection system.
9. Give at least one example of system improvement in the past year.

E. Annual Financial Audit

1. Contractor shall make available a Year-end Financial Report to MVEMSA Executive Director for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to MVEMSA Executive Director on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Proposer's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Calaveras County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for Calaveras County contract services available to MVEMSA to audits requested.
2. Provide a statement agreeing to provide the MVEMSA an annual audited financial statement according to Generally Accepted Accounting Principles (GAAP).

6.14 FUTURE OPTIONAL SYSTEM ENHANCEMENTS

- A. MVEMSA is interested in exploring during the terms of a contract resulting from this RFP the efficacy and financial viability of a tiered response system. An ALS and BLS 911 emergency ambulance transport response pilot program will be based on priority dispatch through EMD protocols approved by MVEMSA's Medical Director and will need a strong evaluation process to assess patient outcomes to ensure patient safety.
- B. Community Paramedic Community Care Programs: As approved by state statute and regulations, the County and MVEMSA may work together to provide additional creative solutions to support the health and welfare of community members through utilization of fire and ambulance personnel to conduct programs such as, reduction of repeat hospital visits with patient home follow-up, transportation to sobering center and mental health facilities.



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ADDENDUM No. 5

07/02/20

NOTICE TO ALL POTENTIAL PROPOSERS:

Notice is hereby given to all potential Proposers that this is an addendum to RFP# MVEMS-2020-3 Exclusive Operator for 9-1-1 Emergency Advanced Life Support Ambulance Transport Services for an Exclusive Operating Area (or Areas) within Calaveras County. Please note the following changes to the proposal before submitting your offer.

A signed and dated copy of this addendum must accompany your proposal.

The following changes have been made to RFP# MVEMS 2020-3 and require amending as follows:

- Page 56, Exhibit 4, Response Time Liquidated Damages, Paragraph B has been revised to read, "Contractor is expected to maintain a minimum compliance of 90% for each completed compliance period in each Response Time Zone."
- Page 56, Exhibit 4, Response Time Liquidated Damages, Paragraph D, first sentence has been revised to read, "Contractor shall pay liquidated damages to MVEMSA each and every completed compliance period that Contractor fails to attain response time compliance of at least ninety percent (90%)."
- Page 57, Exhibit 4, Response Time Liquidated Damages, Paragraph I, first sentence has been revised to read, "If MVEMSA, with recommendations of the Emergency Medical Services Committee (EMSC) or other oversight committee designated by the MVEMSA Executive Director, determines that Contractor for three consecutive completed compliance periods has failed to maintain Response Time compliance as required by this Agreement and/or more than 6 compliance periods in a single zone in any rolling 12-month period, the MVEMSA may determine that there is a breach."

Response Time Liquidated Damages

- A. It is the goal of MVEMSA to deliver the expected clinically driven response times to all incident’s ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures.
- B. Contractor is expected to maintain a minimum compliance of 90% for each completed compliance period in each Response Time Zone.
- C. Contractor understands and agrees that the failure to comply with any time, performance or other requirements in this Agreement will result in damage to MVEMSA and the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and MVEMSA agree to the liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County.
- D. Contractor shall pay liquidated damages to MVEMSA each and every completed compliance period that Contractor fails to attain response time compliance of at least ninety percent (90%). Response time liquidated damages for urban, suburban, rural and wilderness responses within each of the three (3) response zones shall be calculated in a rolled-up manner for the purposes of calculating monthly liquidated damages and/or for the purposes of breach. Liquidated damages will be calculated independently for Code Two and Code Three for each EOA.

Contractor shall be required to report response time performance for urban, suburban, rural and wilderness areas separately for the purpose of data collection and system quality improvement. Liquidated damages paid by the Contractor independently for each EOA for Code Two and Code Three calls in which it fails to maintain the requisite compliance shall be as follows:

89-89.99 %	\$500
88-88.99%	\$750
87-87.99%	\$1,250
86-86.99%	\$2,000
85-85.99%	\$3,000
<85 %	\$4,000

- E. Contractor shall pay liquidated damages to MVEMSA for each and every incident to which it has an Extended Response Time, unless Exempted by MVEMSA. An Extended Response Time is defined as failing to meet the required response time associated with an incident by ten (10) or more minutes. Liquidated damages paid by the Contractor for each Extended Response Time shall be as follows:

Response time elapsed in excess of requirement	10-15 min	\$250
	>16 min	\$375

- F. Contractor shall pay liquidated damages to MVEMSA of \$250 for each and every incident in which a preventable mechanical failure of an ambulance occurs with a patient on-board or responding to an incident if the ambulance is out of compliance with the approved maintenance schedule, exceeds mileage or age limits and/or exhausts its on-board fuel supply.
- G. Furthermore, Contractor shall pay liquidated damages to MVEMSA of \$125 for each incident in which Contractor's crew fails to report an at scene time which is not verifiable by verbal radio traffic, CAD timestamp or Geographic Positioning System (GPS) based Automatic Vehicle Location (AVL) technology playback.
- H. Phase-In Period (Discovery Period):
For the first three (3) months after the agreement is implemented, beginning April 1, 2021 through June 30, 2021 Response Time requirements specified herein shall be enforced but the penalty assessment will be waived to allow for adjustments in system status management. For the remainder of the Agreement period, Response Time requirements must be met, and penalties will be assessed for non-compliance.
- I. Other Repercussions:
If MVEMSA, with recommendation of the Emergency Medical Services Committee (EMSC) or other oversight committee designated by the MVEMSA Executive Director, determines that Contractor for three consecutive completed compliance periods has failed to maintain Response Time compliance as required by this Agreement and/or more than 6 compliance periods in a single zone in any rolling 12-month period, the MVEMSA may determine that there is a breach. Additionally, if Contractor has Extended Response Time as defined on more than ten percent (10%) of all late calls in any Response Time Compliance Zone which have not been granted Exceptions and/or Exemptions, MVEMSA may determine that Contractor has breached this Agreement. MVEMSA and Contractor acknowledge that the purpose of the Extended Response Time compliance requirement is to ensure quality of patient care and that invoking the breach provision relative to Extended Response Time compliance may be necessary only where Contractor is not using its best efforts to resolve issues affecting patient care. Therefore, prior to invoking a breach of contract for Extended Response Time non-compliance, MVEMSA shall provide Contractor an opportunity to cure any failure to comply with Extended Response Time requirements and agrees not to invoke the breach provision for Extended Response Time if Contractor demonstrates best efforts to resolve issues contributing to Contractor's failure to meet the Extended Response Time compliance requirements. Actions constituting best efforts include, but are not limited to the following:
1. Contractor agrees to conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.
 2. In consultation with MVEMSA, Contractor agrees it will utilize available resources and technology that do not unreasonably impact Contractor's cost or revenue to implement all process review study recommendations.
 3. Contractor agrees to conduct 100% review (Clinical and Operations) on Extended Response calls.

Notwithstanding the foregoing, Contractor shall not be entitled to a cure opportunity under this Paragraph if it has previously been afforded two such cure opportunities during the preceding three years.



REQUEST FOR PROPOSALS

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ADDENDUM No. 6
07/02/20

NOTICE TO ALL POTENTIAL PROPOSERS:

Notice is hereby given to all potential Proposers that this is an addendum to RFP# MVEMS-2020-3 Exclusive Operator for 9-1-1 Emergency Advanced Life Support Ambulance Transport Services for an Exclusive Operating Area (or Areas) within Calaveras County. Please note the following changes to the proposal before submitting your offer.

A signed and dated copy of this addendum must accompany your proposal.

The following changes have been made to RFP# MVEMS 2020-3 and require amending as follows:

- Page 2, Timeline, Proposals Due has been revised to read, "September 17, 2020".
- Page 2, Timeline, Time and Place of Response Opening has been revised to read, "September 17, 2020".
- Page 2, Timeline, Oral Presentations has been revised to read, "September 30, 2020".
- Page 2, Timeline, Notice of Intent to Award has been revised to read, "October 6, 2020".
- Page 2, Timeline, Last Day to Protest has been revised to read, "October 12, 2020".
- Page 2, Timeline, Award to Provider has been revised to read, "October 16, 2020".

The Mountain-Valley Emergency Medical Services Agency (MVEMSA) on behalf of the Calaveras County Board of Supervisors, invites experienced and qualified organizations to submit proposals to provide 9-1-1 Emergency Advanced Life Support (ALS) Ambulance Transport Services for the North and South EOAs within Calaveras County.

MVEMSA is designated by the Calaveras County Board of Supervisors, pursuant to California Health and Safety Code, Section 1797.200, as the County’s Local EMS Agency by virtue of the County’s membership in the Agency’s Joint Powers Authority. The successful Proposer(s) will be granted a contract for exclusive market rights for 9-1-1 emergency ALS ambulance transport services for an initial period of five years. The start date for the service will be April 1, 2021 at 08:00 AM, Pacific Time.

MVEMSA and Calaveras County EMS system stakeholders are looking for a 911 emergency ALS ambulance transport partner to join their system and bring innovative solutions to all areas within the North and South EOAs focused on providing the highest quality patient care.

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

Solicitation Number	MVEMSA-2020-3	Time
Proposal Document Available	June 12, 2020	9:00 AM
Deadline for Written Questions	June 26, 2020	1:00 PM
Proposers Conference, Response to Questions, Amendments to RFP Released (if any)	July 2, 2020	10:00 AM
Letter of Intent Due (via email)	July 8, 2020	4:00 PM
Proposals Due	September 17, 2020	11:30 AM
Time and Place of Response Opening	September 17, 2020	1:30 PM
Oral Presentations	September 30, 2020	9:00 AM
Notice of Intent to Award	October 6, 2020	10:00 AM
Last Day to Protest	October 12, 2020	10:00 AM
Award to Provider	October 16, 2020	1:00 PM
Implementation of Service	April 1, 2021	8:00 AM
MVEMSA Mailing & Meeting Address (for hard-copy communication, proposal submission and proposers conference location)	Mountain-Valley EMS Agency 1101 Standiford Ave., Ste. D1 Modesto, CA 95350	
Authorized Contact Person	Lance Doyle, MBA, Paramedic Executive Director Mountain-Valley EMS Agency	
Authorized Contact Person E-mail	<u>CalaverasRFP@mvemsa.com</u>	