

Date: September 1, 2004

Request for Proposal No: 1

REQUEST FOR PROPOSAL

THE MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

Invites your Proposal to serve as the

EXCLUSIVE OPERATOR FOR EMERGENCY AMBULANCE SERVICE FOR AN AREA (OR AREAS) WITHIN CALAVERAS COUNTY.

Notice is hereby given that sealed Proposals will be received at the Mountain-Valley Emergency Medical Services Agency until 4:00 p.m., PST, Monday, January 3, 2005 for performing all work necessary in accordance with the Scope of Work and other related documents provided herein. Please carefully read and follow the instructions. Proposals must be in a sealed envelope with the Proposal number and closing date marked on the outside and addressed to:

Mountain-Valley EMS Agency
1101 Standiford Ave, Suite D-1
Modesto, California 95350
Attn.: Rick Jones
Response & Transport Coordinator

NO ORAL, TELEGRAPHIC, ELECTRONIC, FACSIMILE, OR TELEPHONIC PROPOSALS OR MODIFICATIONS WILL BE CONSIDERED UNLESS SPECIFIED. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED UNOPENED.

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RFP DEFINITIONS

Agency – The Mountain-Valley EMS Agency. The Agency is the local EMS Agency for the counties of Alpine, Amador, Calaveras, Mariposa, and Stanislaus pursuant to a joint powers agreement.

Agency Board of Directors – The Board comprised of one County Supervisor from each of the five member counties served by the Mountain-Valley EMS Agency. This Board is the final decision maker for all EMS issues within the five member counties.

ALS First Responder – A minimum of one EMT-P in a non-transport vehicle equipped per Agency policies and procedures and authorized by the Agency to respond to scene calls.

Ambulance Zone - A geographic area, defined as either North Zone, South Zone, or East Zone, that has been designated as an Exclusive Operating Area for all Ambulance Services pursuant to a competitive bid process.

Bidder - A person, partnership, firm, corporation, or joint venture submitting a bid Proposal for the purpose of obtaining an exclusive ambulance services Contract with the Agency.

Closing Date/Time - The last day and time the Request for Proposal must be received in the office of the Agency.

Compliance Period – The period of months required to accumulate 500 calls to measure compliance with either Chute Time or Response Time Compliance requirements.

Contract - The Contract (or Agreement), following ratification by the Agency Board of Directors, constitutes the entire Agreement between the Agency and the awarded Bidder(s) of the RFP.

Contractor - The Bidder(s) awarded the Contract(s) derived from this RFP. Subcontracting (if any), Joint Ventures, or other legal arrangements made by the Contractor and included as part of the Bidders Proposal during this project are the sole responsibility of the Contractor.

County - The County of Calaveras, a political subdivision of the State of California.

Dispatch Center - The dispatch center authorized by the Local EMS Agency for dispatch of ambulance services within Calaveras County. This center is the County's primary PSAP and a function of the Calaveras County Sheriff's Department. Per the Calaveras Ambulance Ordinance, this center is the Authorized EMS Dispatch Center for Calaveras County.

Duly Appointed Officer - Person who has the legal authority to enter into and sign Contracts on behalf of the Bidder.

Emergency Medical Services Oversight Committee (EMSOC) – The committee established by the Calaveras Board of Supervisors to ensure that the interests of the County, its political subdivisions, and citizens are considered, related to the planning and provision of emergency medical services (EMS) within the County. The EMSOC serves in an advisory capacity to the Agency and the Calaveras County Board of Supervisors on EMS issues.

Evaluation Committee - A committee established to provide an initial review of Proposals to evaluate key areas for accuracy and completeness.

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 (H.S.C. Div 2.5, 1797.85)

Formal Date of Award - Effective date the Agency Board of Directors take formal action to award the Contract(s) to the successful Bidder(s).

Governing Documents - The requirements for service referred to in California Statutes; Contractual standards as stipulated in the RFP and future addendums; Calaveras County resolutions and ordinances; and, published policies, procedures, and protocols of the Agency.

Joint Ventures - Two or more corporations or entities that form a temporary union for the purpose of responding (or submitting a bid) to this RFP.

Notice of Intent to Award - Letter sent by Agency to all participating Bidders advising them of the date the Agency Board of Directors will hear and possibly take action in awarding the Contract to the apparent successful Bidder.

Posting Plan - The plan, approved by the Agency in consultation with the EMSOC and EMSOC Operational Subcommittee, that determines the strategic placement of ambulances, based upon ambulance availability and ambulance coverage strategies for the county.

Proposal Deadline - The closing date associated with this Proposal.

Proposal Review Committee - A committee comprised of experts in the field of Emergency Medical Services that will be selected by the Agency Board of Directors to score the Proposals and recommend the winning Bidder(s) for EOAs within Calaveras County.

Response Time Compliance Areas - Areas used to measure Response Time Compliance of Contractors within each EOA adopted by the Agency.

Scene Call - A Request for Ambulance Service for a patient situated at a location other than a Hospital.

Subcontractors - Any person, entity or organization, to which Contractor has delegated any of its obligations hereunder.

SECTION 1

INTENT OF THE REQUEST FOR PROPOSAL

1.1. INTRODUCTION

The Agency is the local EMS agency for Calaveras County pursuant to a written joint powers agreement (JPA) that includes 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 Calaveras County as stipulated in California Health and Safety Code, Division 2.5, Section 1797.204.

The Agency hereby solicits Proposals from experienced and qualified organizations to provide emergency ambulance services to one or more of three exclusive operating area(s) (EOAs). When combined, the three proposed EOAs (or Ambulance Zones) include all incorporated and unincorporated areas of the county. Proposals will be accepted from Bidders for single zones and from Bidders for multiple zones. The intent of the RFP is to select the best Bidder or combination of Bidders to provide Ambulance Services within the three Ambulance Zones. For a map of the proposed Calaveras County zones, please see Map on page 6. For a detailed description of Calaveras County, please see Attachment I.

This procurement calls for Proposals to provide for all Ambulance Services within Calaveras County subject to the performance standards and other specifications herein.

The initial Contract period will be for five (5) years. The Contract may be extended by mutual agreement for up to one (1) five-year period for a maximum of ten (10) years, based on superior performance. Contract compliance will be monitored by the Agency with input from the Calaveras EMSOC. KOL

This is a performance-based franchise Agreement. Details regarding the franchise, performance standards, and other details of the scope of services requested are described in this RFP. Bidders are hereby notified that the requirements in the proposed Contract shall be deemed non-negotiable for the Bidder. Agency reserves the right to suggest changes to the proposed Contract at any time prior to the final execution of the Contract.

Bidders should note that Calaveras County is geographically challenging, in addition to having seasonally significant weather variations at higher elevations. A comprehensive Proposal from a Bidder will require extensive orientation and familiarity to the unique service requirements of the County. Contact with participating first-responder agencies and key contact people listed in Attachment III is encouraged.

1.2 BACKGROUND

General Requirements and Governing Documents

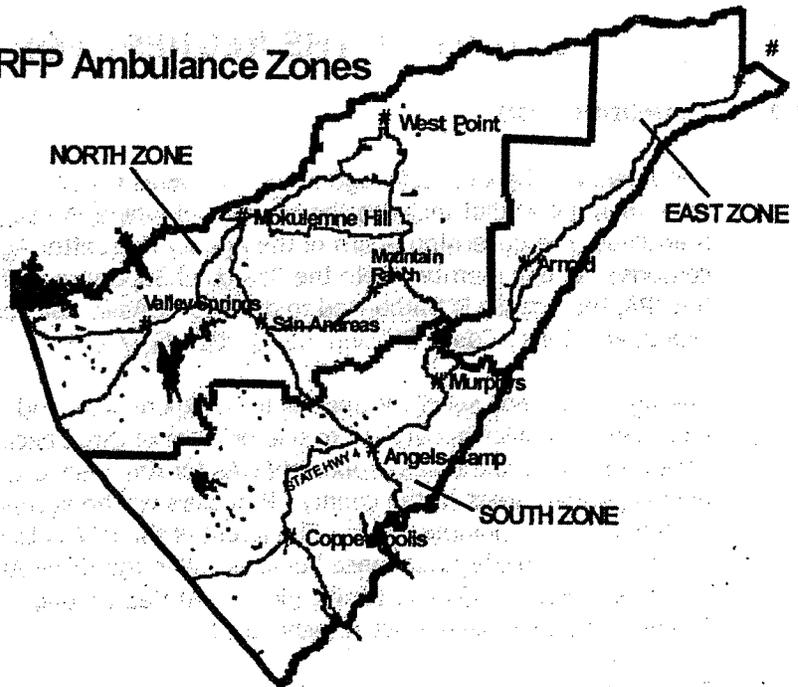
In addition to establishing exclusive operating areas, the local EMS agency may establish certain policies, procedures, and protocols that govern the operation of ambulance services within the Contractual jurisdiction. The requirements for service to the Calaveras County EOA(s) include the following: California Statutes; Contractual standards as stipulated in the RFP and future addendum; Calaveras County resolutions and ordinances; and, published policies, procedures, and protocols of the Agency (see Addendum I) and this RFP as set forth herein. Collectively,

these requirements for service are referred to as the "governing documents" in this RFP.

Exclusive Operating Areas

The response areas to be served by this RFP are defined as North Zone, South Zone, and East Zone. These areas are shown in map at right. North Zone includes Mokelumne Hill, West Point, Valley Springs, Mountain Ranch, and San Andreas; South Zone includes the incorporated City of Angels Camp (Angels Camp), Murphys, and Copperopolis; and the East Zone encompasses the Ebbett's Pass Fire District and includes Arnold.

RFP Ambulance Zones

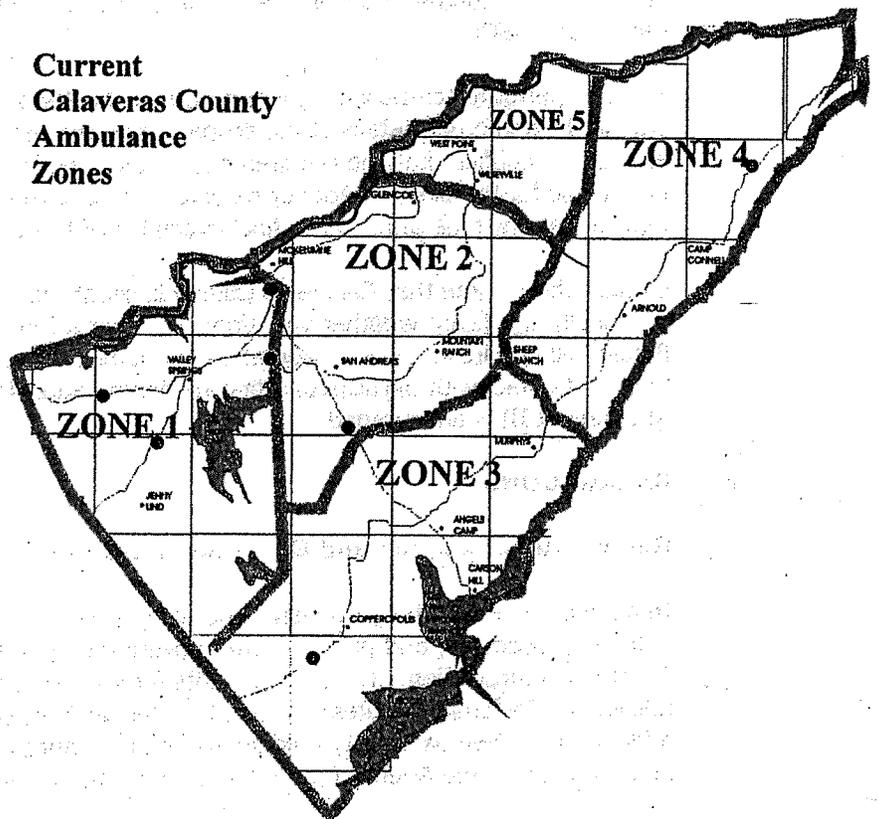


In responding to this RFP, Bidders have the option of bidding on zones separately or combined. Therefore, Bidders have the option of bidding on only a single zone, all zones singly, or any combination of zones. For example, a Bidder may bid on the North Zone, or the South Zone, or the North and South Zones together, or the North, South and East Zones together. See instructions in Section 7.

Current System

The current ambulance response system is comprised of services provided by multiple private ambulance providers and one public agency. The adjacent map shows the areas that comprise the operating areas of the current providers. Zone 1 is served by Valley Springs Ambulance Company; Zone 2 is served by San Andreas Ambulance Company and American Legion Ambulance Post 108; Zone 3 is served by San Andreas Ambulance Company and American Medical Response; and Zone 4 is served by Ebbett's Pass Fire Protection District. Zone 5 receives auto-aid from an American Legion Ambulance Post 108 unit responding from Amador County.

Current Calaveras County Ambulance Zones



All ambulance service providers that share Zones 2 & 3 are dispatched to emergency calls by direction of the Dispatch Center in a manner that rotates calls between providers. However, the closest ambulance is always dispatched to a call when that can be determined.

Ebbett's Pass Fire Protection District (see Fire Districts in Exhibits Section page 76) is a publicly funded agency that derives a portion of its financial support from parcel fees. This funding helps support this District's ability to provide ambulance services, and augments its fire response capability due to the addition of ALS fire personnel.

A unique feature of Zone 3 is the presence of a non-transporting ALS provider based in Copperopolis. Copperopolis Fire Protection District provides ALS level response as a first responder to an area that otherwise would have extended ALS response times, since the closest ambulance in Zone 3 comes from Angel's Camp (City of Angels).

In general, the Fire First Responder system is comprised of a combination of paid and volunteer departments (Mokelumne Hill and Altaville-Melones are 100% volunteer). All Fire Departments and Fire Districts are dispatched to EMS calls by the California Department of Forestry's (CDF) Dispatch point located in San Andreas, following notification of the call by the Dispatch Center (S.O.).

The number of patients transported by ground ambulance from within Calaveras County's previous grid system from July 1, 2002 through June 30, 2003 is shown below. The total number of patients transported from Code-2 and Code-3 responses via the 911 system during this time period was 2210, (based upon the number of patient care records received by the Agency). Between 60% and 65% of all transports occurred between 0800 Hrs. and 2000 Hrs. throughout the County.

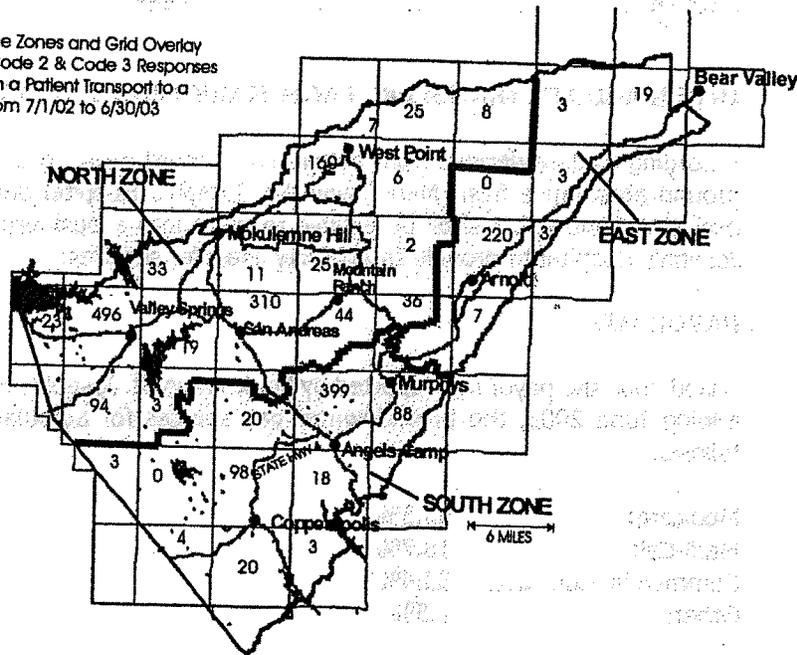
In addition to the number of patients transported by ground ambulance, ground ambulance resources also

routinely provide patient care and coordinate with air ambulance services provided by four air ambulance providers. The number of Air ambulance patient transports originating within Calaveras County during fiscal year 2002-2003 was 99.

Further, the provider in the East Zone will be expected to provide auto-aid ambulance response to

requests for service for Alpine County into the Bear Valley area. The number of patient transports by ground ambulance from the Bear Valley area is increased during the ski season at the Bear Valley resort. As reported by the Bear Valley area First Responders, there were sixty

Ambulance Zones and Grid Overlay
Showing Code 2 & Code 3 Responses
Resulting in a Patient Transport to a
Hospital from 7/1/02 to 6/30/03



(60) ambulance transports from the ski resort area from December 15, 2003 through August 15, 2003. From September 1, 2002 to August 30, 2003, there were an additional sixty-nine (69) ambulance transports in the Bear Valley area. Of these calls in the Bear Valley area, some resulted in transports to a hospital, while others resulted in transport to an EMS landing site for transfer of care to an air ambulance provider.

The table below shows the hospital destinations of the patients transported by ground ambulance from scene calls during the fiscal year 2002-2003 (July 1 – June 30).

Receiving Hospital	Number of Patients
Sutter-Amador Hospital	158
Mark Twain St. Josephs Hospital	1689
Dameron Hospital	16
Lodi Memorial	30
Doctors Hospital Manteca	4
San Joaquin General Hospital	2
Doctors Medical Center	22
Sonora Community Hospital	223
Tuolumne General Hospital	21
Barton Memorial Hospital	4
U.C. Davis Medical Center	6
St Josephs Medical Center	19
Tracy Hospital	1
Emanuel Medical Center	2
Memorial Medical Center	4
Oak Valley Hospital	5
Marshall Hospital	1
Kaiser, South Sacramento	2
Sutter Memorial Hospital	1
TOTAL	2210

1.3 INTERFACILITY TRANSFERS FROM MARK TWAIN ST. JOSEPH'S HOSPITAL

According to data derived from patient care record totals, there were 461 patients transported by ground ambulance from Mark Twain St. Joseph's Hospital during fiscal year 2002 to 2003. All exclusive Contractors shall be eligible to enter into a business arrangement with Mark Twain St. Joseph's Hospital to provide Interfacility Transfer services.

1.4 PAYOR MIX

Based upon the payor mix reported by Mark Twain St. Joseph's Hospital for the twelve-month period ending June 2003, the breakdown of pay sources for ambulance services is estimated to be as follows:

Medicare:	45.5%
Medi-Cal:	18.7%
Commercial Contract:	33.4%
Other:	2.5%

SECTION 2

SCOPE OF WORK

2.1 Scope

This RFP and its provisions, attachments, addendums and exhibits constitute a *Request for Proposal* for the selection of a single provider of emergency ground ambulance service for each of the three Calaveras County zones (EOAs). *The operation of such an emergency ambulance service shall include requirements for staffing and performance for services that require the use of an ambulance.*

All of the following ambulance requests originating in the Calaveras County EOA shall be referred to the holder or holders of the exclusive franchise(s) for each exclusive area, and the holder or holders of the exclusive franchise(s) shall provide all responses and ground transports based upon a system of Posting, Standbys and Move-ups that comprise the county-wide System Status Plan.

Such requests include:

- (1) 9-1-1/PSAP requests
- (2) Requests for immediate ambulance service transmitted through an authorized 9-1-1/PSAP
- (3) Requests for emergency ambulance service made directly to the ambulance service from a seven digit telephone call without going through an authorized 9-1-1/PSAP
- (4) All ground interfacility transports requiring the services of an ALS, BLS or Critical Care Transport (CCT) ambulance (*As stipulated herein*).
- (5) Any other request for service requiring a ground ambulance response

All patients at Mark Twain St. Joseph's Hospital requiring ambulance transport are included in the scope of the exclusivity of this RFP.

However, in order to be eligible to provide ambulance transport services for patients at Mark Twain St. Joseph's Hospital, an ambulance provider must meet all of the following criteria:

- Have an exclusive ambulance provider franchise within Zones North, South, or East; and,
- Have successfully negotiated with Mark Twain St. Joseph's Hospital to provide said services; and,
- Be available in a timely manner with the equipment determined by Mark Twain St. Joseph's Hospital to meet the needs of the patient requiring ambulance transport on a case-by-case basis, or risk being disqualified from responding to a particular interfacility transfer.

A summary of the Contractor's scope of service is as follows:

When the county's 911-dispatch center alerts the Contractor to respond to a request for ambulance services, Contractor shall respond 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

1.5 PERIOD OF OPERATION

Unless initiated earlier by mutual agreement, the Contract resulting from the implementation of this RFP shall commence at 12:01 a.m. on July 1, 2005, and terminate at 12:00 a.m. on June 30, 2010, unless extended or terminated as provided for herein.

A decision regarding renewal of the Contract or any extension thereof shall be made at least 18 months prior to the scheduled termination date so that if no extension is approved, a new Proposal process can be conducted on a schedule that will identify the new Contractor at least three (3) months prior to that scheduled termination date.

The purpose of this requirement is to allow reasonable time for both outgoing and incoming Contractors to plan and execute an orderly transition.

1.6 SCHEDULED ACTIVITIES

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

Event	Date
Letter of Intent Due	February 2, 2004
Bid Document Available	September 1, 2004
Bidder's (Pre-Proposal) Conference	September 16, 2004
Deadline for Written Questions	November 22, 2004
Proposals Due	January 3, 2005
Review of Credentials/Proposals	February 1, 2005
Notice of Intent to Award	February 23, 2005
Last Day to Appeal	March 23, 2005
Recommendations to the EMS Board of Directors	April 13, 2005
Negotiation of Contract	April 14 – May 24, 2005
Approval of Contract by the Board	June 8, 2005
Implementation	July 1, 2005

ambulance transport, or the need to post an ambulance to provide optimum coverage to Calaveras County.

Every ambulance unit provided by the Contractor(s) for emergency response must, at all times, except as authorized by the Agreement, be equipped and staffed to operate at the advanced life support (paramedic) level on all ambulance responses. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be conducted according to the Mountain-Valley EMS Agency Policies and Procedures.

Services and care delivered must be evaluated by the Contractor's internal quality improvement program in coordination with the Mountain-Valley EMS Agency as outlined in Mountain-Valley EMS Agency Policies, in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This procurement process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results.

2.2 Exceptions to the Exclusive Area

- A.** Transports by EMS aircraft, transports during declared disasters, or events requiring Medical Mutual Aid Coordination when authorized by the Authorized EMS Dispatch Center, Calaveras County OES, or Agency are not included in the EOA. The Contractor with the exclusive franchise in the North Zone does not have exclusive rights to interfacility transfers from Mark Twain St. Joseph's Hospital (Hospital) or any future hospital located within the County. However, only Contractors with an exclusive franchise in Calaveras County share the rights to develop a business arrangement with Mark Twain St. Joseph's Hospital to provide interfacility transfer services for that facility within the North Zone.
- B.** If a Contractor in Calaveras County is unable to meet the requirements for a specific Interfacility Transfer, Contractor shall inform Hospital within fifteen minutes of receiving said request, the Hospital may seek an alternate Ambulance Provider that is able to meet the request. Upon notice that no Contractor in Calaveras County is able to fill the specific request to transport the patient, the alternate Ambulance Provider shall not be determined to be infringing upon the exclusivity of Contractor(s).

2.3 ALS Level of Care

The exclusive franchise holder will provide ALS level of care for all requests for Ambulance Services included within the exclusive franchise except as per section 2.2 above. A BLS level of care may be provided when such a level is determined by Mark Twain St. Joseph's Hospital as adequate to meet the needs of a patient transported from Mark Twain St Joseph's Hospital to another destination.

2.4 Ambulance Response Standards

A. General

It is the Bidder's sole responsibility to be familiar with the geographic considerations and Ambulance Zones comprising this solicitation. Response times shall be calculated from the moment the Contractor's ambulance crew is notified or "toned out" that there is an ambulance request, until the time the Contractor arrives on the scene with a fully functional and staffed ALS Ambulance. All response times are measured in seconds, not whole minutes. The Contractor, under strict procedures set by the Agency, will document all emergency ambulance dispatch services and times.

The Agency is interested in providing prompt, effective emergency ambulance services at a reasonable cost to the consumer. Service to the EOA must be at, or above the level of service as defined in this RFP. Service must include primary response, backup, move-up, and cover plans that clearly define timely emergency ambulance coverage. Monitoring of this requirement will include Computer Aided Dispatch (CAD) data supplied by the Calaveras County Sheriff's Department Dispatch Center, and oversight provided by the Agency and the Calaveras County EMSOC.

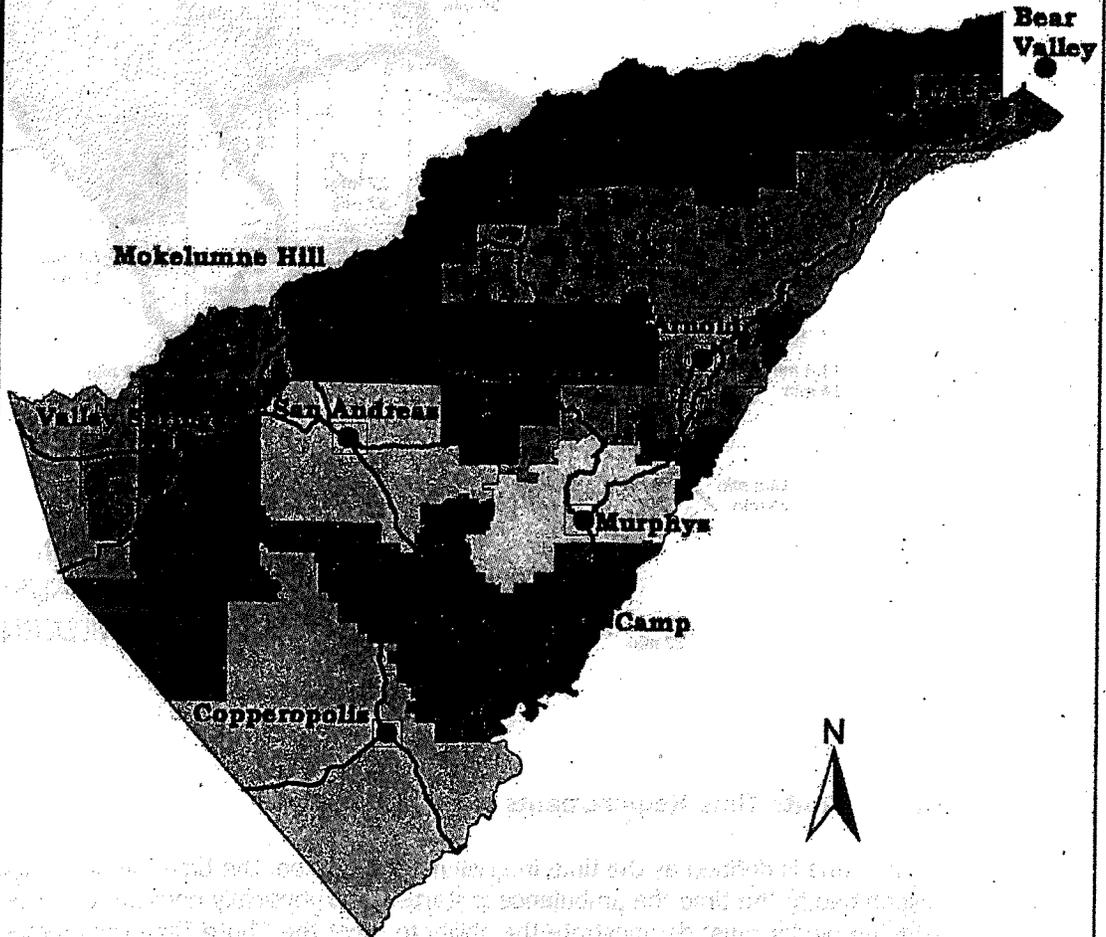
Bidders are urged to contact the various public safety and fire departments/districts in the County to become familiar with the County's unique characteristics. A list of contact persons for participating areas is listed in Attachment III.

B. Response Time Requirements

Typically, response time requirements set forth in performance-based Contracts and RFPs are based upon industry standards most suited for either large metropolitan areas, or for areas that contain relatively uniform gradations of changes in population density. However, in Calaveras County, the population density variations are best characterized as "islands" of small urban centers separated by large rural areas. In addition, the county's mountainous geographic challenges and system of roads also present a challenge to timely ambulance response. Thus, Calaveras County's demographics and geography are not well suited to the adoption of a population density-based response time requirement model as the primary tool to measure the effectiveness of the county's ambulance response system.

Due to the considerations listed above, the method that has historically been used to measure response times in Calaveras County will not be utilized in the new Contract created by this RFP process. The new Contract will measure response time compliance based upon the twenty-six community areas and ten towns shown in the map below (36 total response measurement areas or "Grids"). An analysis of the response time data from the first twelve-month Contract period will be made by the Agency and EMSOC to develop new response time compliance requirements. Therefore, following the first year in the Contract period, Contractor shall be required to renegotiate the section of the Agreement pertaining to response time compliance measurement requirements. Once response time have been developed using this new system, the Agency in consultation with the EMSOC, will periodically review response times in the measurement areas and may require the Contractor(s) to work with other Contractors in the county to modify the County's Posting Plan and System Status Plan (SSP) to respond to needs of improved performance and adaptation to population trends. Contractor(s) shall agree to negotiate in good faith with the Agency and revise their SSP as needed to improve performance to these communities, as determined by the Agency, in consultation with the EMSOC.

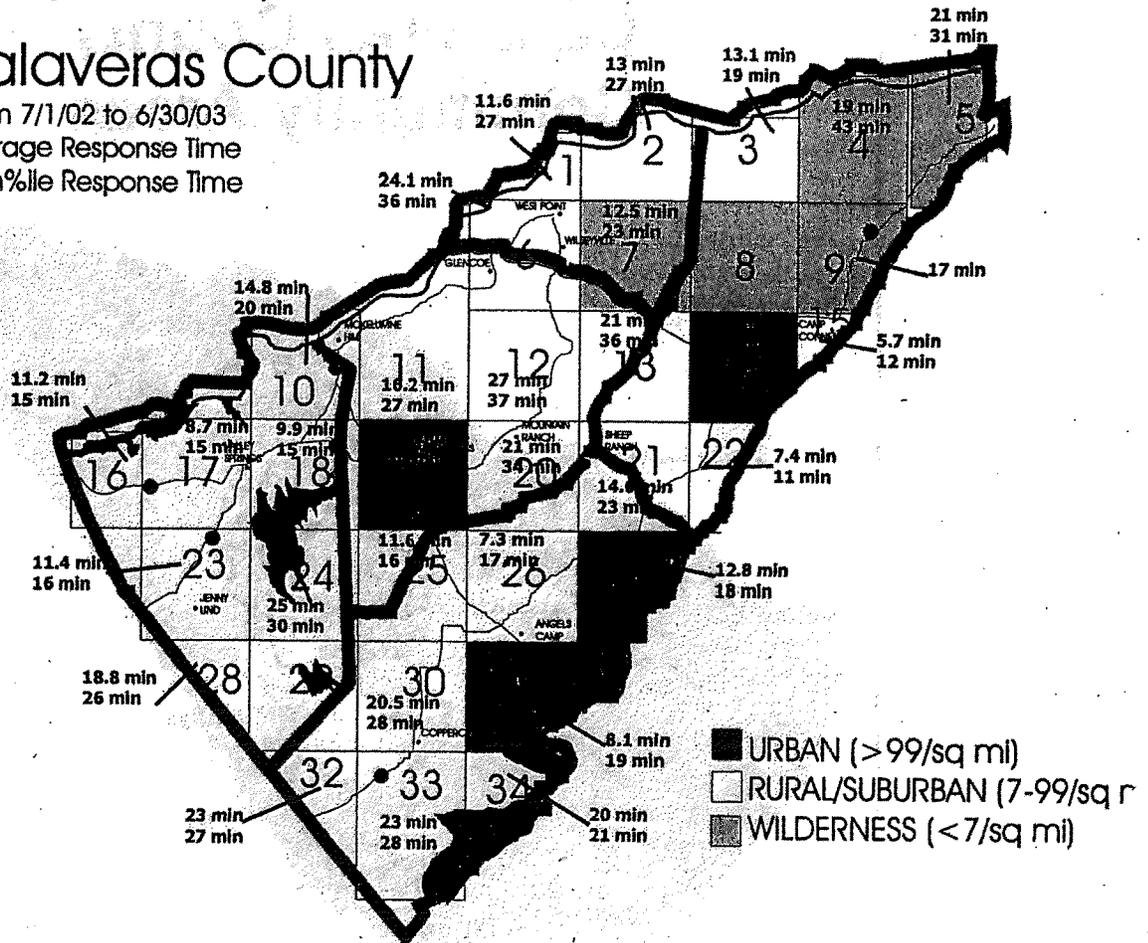
Calaveras County Community Areas



The map below illustrates the current (pre-RFP) method used to collect ambulance response data and provides a snapshot of Code Three response times (Average and 90%ile) in each grid during a twelve-month period.

Calaveras County

From 7/1/02 to 6/30/03
Average Response Time
90th%ile Response Time



C. Chute Time Requirements

Chute Time is defined as the time interval measured from the time the ambulance is dispatched to the time the ambulance is started and physically enroute to the call. A winning Bidder must demonstrate the ability to meet the Chute Time requirement as shown below:

- Code 3 (Dispatch Priority 1 & 2): Ambulance Enroute 90% of the time equal to or less than 90 seconds as measured on a monthly basis per EOA (Zone).
- Code 2: Equal to or less than 120 seconds 90% of the time as measured on a monthly basis per EOA (Zone).

D. Code-3 Calls (Dispatch Priority 1 & 2)

Contractor(s) must provide 24-hour, 365-day per year coverage (366-days during leap years) for all Code-3 requests for service for the term of the Contract, as defined by approved medical dispatch protocols. Code-3, for purposes of this RFP, is defined as all requests receiving a response with lights and sirens for presumed life-threatening or non life-threatening conditions.

E. Code-2 Calls

Contractor(s) must provide 24-hour, 365-day per year coverage (366-days during leap years) for all Code-2 requests, as defined by medical dispatch protocols. Code-2, for purposes of this RFP, is defined as any call that does not require lights and sirens but requires an immediate response due to a presumption of an urgent but non-life-threatening medical condition. The Contractor must respond immediately to all Code-2 requests.

F. Code-1 Calls

Contractor(s) must provide 24-hour, 365-day per year coverage (366-days during leap years) for all Code-1 requests. Code-1, for the purposes of this RFP, is defined, as any call that has been scheduled in advance by 60 minutes or greater and therefore does not meet the criteria for a Code-2 or Code-3 call.

G. Hospital Calls

Contractor(s) shall respond to hospital requests for interfacility transfer in the following manner and using the following definitions:

- 1) Immediate Transfer – shall mean an emergency transfer. This 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 retains a chute time requirement for these transfers just as they would for a Code-3 911 request.
- 2) Scheduled Immediate Transfer - shall mean a request for an ambulance transfer at a specific time more than one hour in the future. This shall be requested when a scheduled appointment requires the ambulance transfer of a patient at a specific time in order to meet scheduling requirements at a receiving facility. If the transport provider is aware at the time of request that they will be unable to accomplish the transfer at the time requested, they shall offer to arrange for an alternate transport provider. The hospital shall retain the right to arrange for an alternate transport provider if the Contractor is unable to meet the timeline set for the Scheduled Immediate Transfer.
- 3) Delayed Transfer – shall mean a request for transfer as soon as possible. The transport provider shall dispatch a transfer unit promptly, as soon as the 911-system status allows. If the transport provider is aware at the time of request that they will be unable to accomplish the transfer within 60 minutes of the time of request, they shall offer to arrange for an alternate transport provider.
- 4) Non-emergency Transfer – shall generally be a pre-arranged transfer for a medically stable patient. The timeliness of this type of transfer would have no foreseeable bearing on the patient's medical condition.

H. Private Requests

- 1) Upon receipt of a private request for ambulance services for a Scene Call, pertinent information including callback number, location, and nature of the incident is ascertained and the call immediately transferred to the Authorized EMS Dispatch Center. The Contractor will be responsible for acquiring and paying for the technical communications solution required to accomplish the transfer of call.

2.5 Dispatch Center

A. Role in EMS System

The Calaveras County Sheriff's Dispatch Center (Dispatch Center) is the primary PSAP and authorized EMS Dispatch Center for Calaveras County. The Dispatch Center receives all 911 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 Dispatch Center also provides complete Emergency Medical Dispatch services including pre-arrival instructions. Upon determining that a call requires a Fire First Responder Agency response, the Dispatch Center coordinates the dispatch of such resources with the local CDF Dispatch point located in San Andreas. The Dispatch Center also coordinates all requests for air ambulance services for scene calls in the county.

B. Financial Support for Dispatch Center

In order to defray the cost of providing ambulance dispatch services for the Contractor(s) in Calaveras County, the Contractor(s) shall be required to pay the EMS portion (12%) of the total number of calls handled by the Dispatch Center during 2003.

Formula for Payments During First Year of Contract

Based upon a formula using historical call volume data and a charge of \$22.00 per EMS call, the payment owed to the Dispatch Center during the first year of the contract period for all the combined Ambulance Zones is \$86,400.00. The payment of this amount shall be shared by the Contractors (based upon historical call volume percentages within each Ambulance Zone) and paid quarterly. During the first year, the quarterly payment to the Dispatch Center will be due within forty-five (45) days of July 1, 2005, and within forty-five (45) days of the beginning of each quarter thereafter. The per ambulance zone payment requirements for the first year are based upon an estimate of the historical percentage of Scene Calls within each Ambulance Zone as follows:

<u>Ambulance Zone</u>	<u>Historical Percentage</u>	<u>Annual Total</u>	<u>Amount Owed Per Quarter</u>
North Zone:	53% =	\$45,792.00 ÷ 4 =	\$11,448.00
South Zone:	30% =	\$25,920.00 ÷ 4 =	\$6,480.00
East Zone:	17% =	\$14,688.00 ÷ 4 =	\$3,672.00

Formula for Payments Following First Year of Contract

Following the first year, the total amount owed to the Dispatch Center shall be adjusted based upon \$22.00 per Scene Call calculated for all combined Ambulance Zones for the twelve month period ending June 30, 2006. The payment owed for each Ambulance Zone will be based upon the percentage (rounded off to a whole number) for each and every Scene Call to which an ambulance was dispatched by the Dispatch Center, regardless of whether the call results in a transport. Payment percentages shall be based upon the previous annual call volume from each Ambulance Zone and payable within forty-five (45) days of receipt of invoice.

2.6 Performance Standards

Performance standards may be adjusted by the Agency throughout the course of the Agreement consistent with the modifications in EMS operational and medical standards that are developed by the Agency. Such changes may include a modification to the system that

measures response times by changing the shape, number, and type of Response Time Compliance Areas, as is deemed appropriate in response to improvements in technology at the Dispatch Center. The Contractor(s) shall be notified with 60 days advance notice of the effective date of the change. The Agency and Contractor shall act in good faith to modify the ambulance provider Agreement regarding response time standards if indicated.

2.6.1 Penalties

Role of EMSOC

Penalty Charges for Response Times and Chute Times for Code Three calls shall not be in effect unless the Calaveras County Emergency Medical Services Oversight Committee (EMSOC) determines that Contractor has not demonstrated an acceptable level of effort to meet the Response Time and Chute Time requirements referenced below. The EMSOC shall also determine the penalty amount up to the maximum penalties described below. Upon determination by Agency that Contractor has failed to comply with the Response Time or Chute Time compliance and failed to reasonably act to correct such deficiencies, the EMSOC shall be presented with the evidence of said failure during an EMSOC meeting. Contractor shall receive at least ten (10) days notice of such meeting and receive copies of any documentary evidence to be presented to the EMSOC at least ten (10) days in advance and shall have an opportunity to respond at the meeting. Based upon the findings of the EMSOC concerning the seriousness of the Agency's claim, the EMSOC shall determine whether Contractor must pay penalties as shown below for either past or ongoing Compliance Periods.

Chute Times

Penalty Charges for failure to meet Chute Time standards for Code Two and Three calls are as follow:

Each Compliance Period in which the Contractor fails to meet the 90 percent standard within any Exclusive Operating Area (North, South, or East Zone), the Contractor may be required upon direction of the EMSOC, to pay to the Agency up to \$1000, plus \$250 for each one-tenth (1/10) of a percentage point that the Contractor's performance falls short of the 90 percent standard.

Response Times

Upon the development of Response Time standards and Response Time Compliance Areas, penalties for failure to meet these standards will be as follows:

Individual Code-Three responses within each Response Time Compliance Area – up to \$100.00 for each minute that is 30% higher (rounded off to whole minutes) than the Response Time Compliance requirement for that area. Any monies owed for the accumulation of penalty charges in this section shall be due at the conclusion of the area's respective Compliance Period.

During any Response Compliance Period in which the Contractor fails to meet the 90 percent standard within any Grid, the Contractor may be required upon direction of the EMSOC, to pay to the Agency up to \$1000, plus \$250 for each one-tenth (1/10) of a percentage point that the Contractor's performance falls short of the 90 percent standard.

Response Time and Chute Time Penalty Funds Disbursement

All funds generated through the collection of Response and Chute Time penalties shall be placed in the Calaveras County System Enhancement Fund. System Enhancement Fund expenditures shall be held by the Agency and administered by the Calaveras County EMSOC to enhance the EMS system in Calaveras County.

Penalties for Submission of False Response Times

Contractor shall pay to the Agency a penalty of \$1000.00 for each false Response Time if Contractor's management level staff or field level staff are found to willfully and knowingly encourage or allow the false reporting of any time used to measure Chute Time or Response Time compliance either to the Authorized EMS Dispatch Center or to the Agency.

Penalties for Failure to Furnish Required Information

For each call, transport or account wherein Contractor fails to furnish required information, the Agency may, at the Agency's option, impose upon Contractor a \$500 penalty. However, such penalty shall not be applied in cases where the cause of such reporting deficiency was beyond Contractor's reasonable control. Simple loss of records and problems with Contractor's own computer systems shall not be considered beyond Contractor's reasonable control. Said penalties shall be paid to the Agency.

Table 2 summarizes fines and penalties listed in this RFP.

Table 2

Calaveras County Summary of Fines and Penalties		
Category	Charge	Payment to:
1. Chute Time Compliance Period Time Evaluation below standard.	Up to \$1000.00 plus \$250/tenth of percentage point below 90% compliance.*	System Enhancement Fund
2. Individual Code-Three responses within each Response Time Compliance Area.	Up to \$100.00 for each minute that is 30% higher (rounded off to whole minutes) than the Response Time Compliance requirement for that area. *	System Enhancement Fund
3. Response Compliance Period Response Time Evaluation below standard	\$1000.00 plus \$250/tenth of percentage point below 90% compliance.*	System Enhancement Fund
4. Willfully falsifying response data by field staff or management staff	\$1,000 & Contractual default investigation	EMS Agency
5. Failure to provide information	\$500 & Contractual default investigation	EMS Agency
*Upon direction of Calaveras EMSOC		

2.7 System Status Plan (SSP) and Dedicated Unit Hour Requirements

Because Bidders are not being asked to make initial response time commitments that will be used as a measure to ensure a quantifiable level of ambulance service, this RFP shall rely upon the Bidders commitment to provide a consistent measure of Unit Hours. Bidders are required to provide the minimum number of unit hours that will be dedicated to responding to 911 requests in each Ambulance Zone being bid upon, based upon any twenty-eight (28) day period. For example, one ambulance committed in a zone for a twenty-four (24) hour period seven days a week, 365 days a year, equates to 672 unit hours during any 28 day period. (24 hrs x 28 days = 672 UHs).

An SSP and the proposed Unit Hours (UHs) shall be developed by Bidder(s), submitted to the Agency for approval, and adhered to by the Bidder as part of their Proposal. Upon Bidder's selection as the successful Contractor, and following the Contractor's initial provision of service under Contract, any requests by Contractor(s) for changes to the SSP and UHs shall be forwarded to the Agency and EMSOC for review and consideration. The SSP and Contractor's UHs shall be submitted to the Agency on a quarterly basis. The SSP must have clearly identified back-up ambulance plans, including move up and cover arrangements, in sufficient detail to convince the Agency that ambulance coverage will be consistently available in a timely manner.

2.7.1 Provision for expanded ALS models within System Status Plan

South Zone Minimum: Bidders must provide a plan for how they will work with Copperopolis Fire Protection District to facilitate the provision of ALS First Responder services to that area.

North Zone Minimum: Bidders must provide a plan for how they will provide ALS Services to the West Point Area that includes: Estimated response time (90%ile) for the responding ambulance, the primary base of the responding ambulance, and the unit hours (based upon a 28 day period). Bidders have an opportunity to increase the maximum total number of points for which they will be eligible to receive (40 points) as shown below:

Provision of ALS First Responder Services: up to 50 points

or,

Provision of ALS Ambulance Services: up to 60 points

East Zone Minimum: Bidders must provide a plan for how they will work with Ebbett's Pass Fire Protection District to facilitate the provision of ALS First Responder services to that area. (Such a minimum is only for Bidders other than Ebbett's Pass Fire Protection District).

2.8 Mutual Aid/Standbys

The Bidder shall agree to respond to all requests for mutual-aid by the Dispatch Center. The Bidder shall also agree to provide standby services for working fires, hazardous materials incidents, hostage/SWAT events and disaster exercises. The standby service shall be based on Bidder's internal written policy that is included in Contractor's response to this RFP. Bidder must attach their written policy to Section 6.

2.9 Communications Equipment Maintenance

Each Bidder will be responsible to install and maintain all telecommunications equipment on

the appropriate frequencies necessary to complete the Contract scope of service by the provider (e.g. radio and field communications for the Contractor). The current system uses MedNet 9 (as the primary dispatch frequencies). The Agency holds and maintains the license for the MedNet frequencies.

The Agency and County are conducting an analysis of the current Communications System. Thus far, this analysis indicates that there is a need to resolve the following issues:

- 2.9.1 Frequency sharing with CDF, U.S. Forestry, and local Fire-First Responders
- 2.9.2 Ongoing maintenance and replacement costs of Mednet repeaters
- 2.9.3 Cost of implementing a paging system for dispatch of ambulance services
- 2.9.4 Cost of adding ancillary communication options such as satellite phones and cell phones.
- 2.9.5 Inclusion of the CALCORD frequency in ambulance radios.

The Agency does not currently have an estimate of the costs that may be associated with the completion of the projects listed above. However, each Bidder is required to stipulate the amount they will annually pay to support each of the items listed in 2.9.1 through 2.9.5.

2.10 Vehicle and Equipment Requirements

All vehicles shall meet the Federal KKK-A-1822 and state (Title 13) standards in effect at the time of original manufacture. No ambulance vehicles utilized under the exclusive franchise for the purpose of patient response and transportation shall be operated as a primary emergency response vehicle once their mileage exceeds 200,000. Non-primary emergency response ambulances (Back-up ambulances) shall not be utilized once their mileage exceeds 250,000.

Bidders that include a plan to utilize four-wheel drive ambulances in their proposed ambulance fleet during seasons with precipitation shall receive a bonus of 5 additional points toward the total point score in the Proposal Scoring Table (Element #6).

Automatic Vehicle Locators (AVLs) are not required under this RFP. However, an annual evaluation of the need, cost, and technological feasibility and benefit will be conducted by the EMS Agency and reviewed by the EMSOC. If such an annual review, or any sentinel event that triggers such a review results in a recommendation by the EMSOC that AVLs be required, the provider(s) must be willing to participate in such a system, and pay the monthly fees associated with such a system.

Contractor shall maintain preventative fleet maintenance records, and adhere to an approved preventative fleet maintenance program for each vehicle. The maintenance program shall be submitted with the RFP response. Each vehicle shall have markings advertising the 911 emergency number. Each vehicle shall meet ambulance equipment standards of the State of California and Agency.

2.11 Data Collection and Evaluation Requirements

The Contractor shall complete all forms and data reports required by the Agency, and shall cooperate and participate in field research as requested. Patient Care Reports (PCRs) shall be delivered to the emergency department (ED) at the time of patient delivery at least 90 percent of the time during any three-month audited time period. PCRs in an electronic format approved by the Agency shall be required. Electronic PCRs shall utilize data set and data dictionary that meets the requirements established by the Agency. Data shall be

completed and submitted electronically on a daily basis and in a format specified by the Agency. The daily submission of electronic PCR information shall include data no later than from the previous three working days (exclude weekends and holidays).

Response-time summaries by response time requirement and response area, including the listing of all response-time exceptions, shall be reported to the Agency for each month, by the 15th of the following month. These reports will include compliance with response-time standards in a format prescribed by the Agency. This format will include incidents of unit breakdowns, listing of calls referred to other agencies or to a BLS unit, mutual-aid response times, call downgrades and other reports used to determine Contract compliance. Additionally, the Contractor will be required to make scheduled reports to the EMSOC. These reports may vary from meeting to meeting depending on specific issues that need to be addressed.

2.12 Financial Requirements

Bidders must demonstrate the ability and firm commitment to maintain:

- sufficient financial capacity to commence all services listed in the RFP on or before July 1, 2005; and,
- sufficient financial resources to maintain all services for at least the primary franchise period of five years as demonstrated in Section 6.3 (m).

It is incumbent upon the Bidder to include sufficient information within the Proposal package to allow independent reviewers and Agency staff to determine that the Bidder:

2.12.1 understands and documents all costs associated with the franchise;

2.12.2 has documented all revenue sources, and;

2.12.3 has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the Contract.

All Contractor costs shall be clearly defined and justified. Failure to justify these costs, in detail, and to meet the levels of independent verification of financial information requested, will reduce the credibility of the Bidder's Proposal and may result in disqualification or non-selection. Resources used for emergency calls and transports are not required to be used exclusively for that purpose. However, Bidders shall disclose all costs and revenue sources for these resources when calculating the Bidder's requested emergency charges to assure that emergency patients are not charged for resources as if they are a dedicated asset if in fact they are not. If it is determined that additional ambulance coverage is required to meet response time requirements during the first year and after Contract implementation, fee adjustments will be considered through the process described herein.

In addition to the financial documentation discussed, the Agency is requiring the submission of financial surety instruments (e.g. bonds, letters of credit, etc.) to act as a penalty for nonperformance and assist the Agency with the costs of the selection of a temporary or new permanent Contractor. Any legal limitation or inability to fully meet this standard must be explored by potential Bidders and disclosed in the Bidder's Proposal.

2.13 Fees for Service

The revenue premise for this RFP is a traditional fee-for-service system for emergency ambulance calls. There will be no general subsidy offered by Calaveras County or the Agency as part of this procurement. Any existing Contractual agreements, or immediately anticipated arrangements including membership programs, must be stipulated in the response to this RFP by the Bidder.

Bidder should be aware of the importance of providing an explanation of Bidder's policy concerning hardship cases and write-offs, when billing individuals and families that are considered by the U.S Department of Health and Human Services to be at 100% and 200% of "Poverty Guidelines." See Sections 6.3(l), 8.3 (i), and the Scoring Table on page 59. The table below shows the 2004 "Poverty Guidelines." For additional information on federal poverty guidelines visit the Federal HHS web site: <http://aspe.os.dhhs.gov/poverty/index.shtml>.

2004 HHS Poverty Guidelines

Size of Family Unit	48 Contiguous States and D.C.
1	\$9,310
2	12,490
3	15,670
4	18,850
5	22,030
6	25,210
7	28,390
8	31,570
For each additional person, add	3,180

Upon award of a Contract, the Contractor shall charge no more than the charges authorized under Contract with the Agency. These rates shall be based upon the rates submitted by the Bidder in this RFP and shall be the maximum allowable rates for a period of two years. Thereafter, adjustments to this rate structure may be authorized annually, based on percentage changes in the Medicare allowable reimbursement rate. All other changes to the rate structure must be approved by the County Board of Supervisors, following a review by the Agency and EMSOC, as stipulated in this RFP based on substantial documentation of need. The Contractor shall have the burden of providing proof of the need to raise such rates, and shall be responsible to pay any costs associated with any audit conducted in an effort to provide such proof.

Bidders may be allowed alternatives to traditional fee-for-service arrangements on a case-by-case basis as long as the Contractor is not shifting additional costs to other franchise patients or their payers. Any form of capitation agreement with managed care organizations must demonstrate to the Agency's satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third-party payers in the area.

2.14 First Responder Training and Coordination

First responder agencies are an integral part of a quality EMS system and the Contractor will be expected to document its experience and future efforts to coordinate with first responder agencies. The Contractor must demonstrate their ability to integrate their service, including educational support with existing first responder and allied agencies. Regular training programs provided by the Contractor and scheduled coordination meetings with these agencies are expected. All training shall be consistent with the Agency's medical control policies. Specific commitments with regard to this coordination and training must be provided in the response to the RFP. The Contractor must demonstrate a willingness and ability to become an Advanced Life Support Continuing Education Provider through a process provided by the Agency.

At a minimum, the Contractor shall re-supply all volunteer first responder agencies with disposable supplies.

2.15 Implementation Schedule and Requirements

The Contractor must be able to meet all minimum requirements of this RFP and do so within established deadlines.

2.16 Safety and Risk Program

Bidders shall provide a safety and risk management program that shall at a minimum include:

2.16.1 A safety manual that ensures compliance with OSHA requirements.

2.16.2 An orientation program that instructs all new employees in safety practices and prepares the employees to avoid risk; protect them from danger; and preserve them from loss.

2.16.3 A training program for all managers and supervisors to ensure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.

2.16.4 A designated employee must be responsible for the safety and risk program and they must have received formal training on risk and loss issues.

2.16.5 The safety and risk program starts in the employment application phase and must include the following:

- (a) an employment physical exam; and,
- (b) physical capacities evaluation that is fair, nondiscriminatory, and commensurate with job requirements.

2.16.6 An emergency vehicle operator-safety program that meets or exceeds any State or local requirements.

2.16.7 A continuing education program for all employees on safety and health issues that is scheduled no less than bi-annually.

2.16.8 Annual DMV Driver's License checks on all ambulance personnel.

Bidder's written Safety and Risk Program must be attached to Section 6.

2.17 Training Requirements

The Bidder shall agree to require all ALS personnel to have initial certification within eighteen months of hire in the following: Advanced Cardiac Life Support (ACLS); Pediatric Advanced Life Support (PALS) or Pediatric Emergency Prehospital Providers (PEPP); Basic Trauma Life Support (BTLS) or Prehospital Trauma Life Support (PHTLS). Staff that previously received initial certification and maintained their recertification shall not be required to acquire initial certification. ALS staff shall be required to meet recertification requirements approved by the Agency every two years.

2.18 Legal Entity

2.18.1 The Bidder must be a single legal entity properly licensed to do business in the State of California (unless 2.18.2 applies). Bidder must provide written documentation that shows that Bidder is properly licensed or authorized pursuant to an Agreement with a local EMS agency in the State of California, or other State law or regulation.

2.18.2 If the Bidder relies on the prior experience or unit-hour production of a partner, shareholder, or constituent governmental agency for the purposes of meeting the requirements of this RFP, then:

2.18.2.1 Bidder must collectively meet criteria to be an entity properly licensed to do business in the State of California and provide written documentation that shows that Bidder is properly licensed or authorized pursuant to an Agreement with a local EMS agency in the State of California, or other State law or regulation;

2.18.2.2 Each partner, shareholder, or constituent governmental agency must individually be prepared to guarantee that all of the Contractual requirements will be met and be jointly and severally liable for any breach of Contract, tort, rule violation, infraction, or penalty imposed.

2.18.2.3 Written documentation shall be submitted that describes the precise nature of the legal relationship of the partners, shareholders or constituent governmental agencies, including an opinion letter from legal counsel, admitted to the California State Bar, confirming the legal validity and enforceability of the Agreement.

SECTION 3

CRITICAL PROPOSAL PROCESS ISSUES AND INSTRUCTIONS

3.1 REQUEST FOR PROPOSAL DEADLINE

The Proposal must be received in the Mountain-Valley EMS Agency by 4:00 p.m. PST on Monday, January 3, 2005. The Proposal must be in a sealed envelope, box, or appropriate package, with the name and address of the Bidder, Request for Proposal number, and closing date clearly marked on the outside. For the purposes of this Proposal, the time specified will be as defined by the Date/Time machine in the office of the Mountain-Valley EMS Agency. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.

Proposal must be mailed or delivered personally to:

Mountain-Valley EMS Agency
1101 Standiford Avenue, Suite D-1
Modesto, California 95350
Attention: Rick Jones, Calaveras RFP Coordinator

Unless otherwise prohibited by law, Agency reserves the right to accept a late proposal if, in the judgment of Agency, the bid was submitted late due to the negligence of Agency and no fault of the bidder.

3.2 PRE-PROPOSAL CONFERENCE (MANDATORY)

A pre-Proposal conference will be held to discuss all relevant issues associated with the Request for Proposal. **Attendance is required.** Each firm will be limited to not more than four (4) representatives in attendance.

It is preferable for questions about the Request for Proposal to be submitted in writing prior to the pre-Proposal conference. Please submit questions to the Mountain-Valley EMS Agency as referenced above or fax to (209) 529-1496, no later than three (3) working days before the conference to allow time for the Agency to develop a written response. Questions after the pre-Proposal conference must be submitted in writing and be received by the Agency by November 22, 2004. All questions will be answered in writing and forwarded to all attendees.

The pre-Proposal conference may be taped and answers will be provided in writing by mail following the conference. Please contact the Mountain-Valley EMS Agency at (209) 529-5085 for confirmation of your attendance. Oral answers at the conference will not be binding on the Agency.

The Agency will also invite public safety agencies including fire departments to the Bidder's conference where questions may be asked of those in attendance.

The location, date and time will be as follows:

Location: Calaveras Senior Center, Room 8
956 Mountain Ranch Road
San Andreas, CA
Date: Thursday, September 16, 2004
Time: 10:00 a.m.

3.3 INTERPRETATION OF REQUEST FOR PROPOSAL

The Bidder must carefully examine the terms and conditions expressed in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a Proposal finds discrepancies or omissions in the Proposal, or has any doubt as to the true meaning, they may request in writing, an interpretation or correction thereof with the deadline being November 22, 2004 for these questions. No further requests for clarification or objections to the Proposal will be accepted or considered after this date. The Bidder may FAX requests to (209) 529-1496, or mail to:

Mountain-Valley EMS Agency
1101 Standiford Ave, Suite D-1
Modesto, California 95350
Attention: Rick Jones, Calaveras RFP Coordinator

Any change in the Request for Proposal will be made only by written addendum, duly issued by the Mountain-Valley EMS Agency to each firm in receipt of the Request for Proposal. The Agency will not be responsible for any other explanations or interpretations.

With the exception of the pre-Proposal Bidder's conference, all inquiries shall be directed to the designated Agency staff person shown above or his designee. Contact with any other Calaveras County or Agency personnel by the Bidder, relating to this RFP, is prohibited. Failure to comply with this request may be considered cause for rejection of your bid.

3.4 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the Agency, such information was intended to mislead the Agency in its evaluation of the Proposal, and the attribute, condition or capability is a requirement of this Proposal, it will be the basis for rejection of the Proposal.

3.5 RULES FOR WITHDRAWAL OR REVISION OF PROPOSALS

A Proposal that is submitted prior to the deadline may be withdrawn or revised anytime prior to, but not after, the deadline for receipt of Proposals, provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the Proposal must be filed with the Mountain-Valley EMS Agency, before the deadline for the receipt of Proposals. The withdrawal of a Proposal shall not prejudice the right of a Bidder to submit a new Proposal, provided the Bidder can submit the new Proposal by the deadline stated herein. Upon withdrawal of a Proposal, the Submission Fee shall be returned to Bidder in full.

3.6 SUBCONTRACTING

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this Proposal. The selected Bidder will be fully responsible for all work performed under this Proposal and will be considered as the Prime Contractor. Any Subcontracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any Contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

3.7 CONFIDENTIALITY

Except as noted below, all material submitted in response to this RFP shall become the property of Agency at the end of the RFP process. As owner of this material, Agency shall have the absolute right to disseminate the information contained therein as it deems proper.

Notwithstanding the above, if the Bidder feels that any answer to a question or questions asked in this RFP should be treated as confidential, and is exempt from the California Public Records Act, the Bidder should so state. With each answer claimed to be confidential, the Bidder should include a statement as to the basis for confidentiality specifying any exemption in law. Agency shall review such claim(s) of confidentiality and the basis under which each claim is made. Agency shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to this confidential information.

While final decision regarding confidentiality shall be made by Agency, the applicant will be offered an opportunity to withdraw the material from the Proposal if a claim to confidentiality is denied. The Bidder should realize that withdrawal of materials might result in an incomplete Proposal or one that fails to meet minimum standards.

It is the Agency's intent that the contents of all Proposals, correspondence, agenda, memoranda, or any other medium that discloses any aspect of a Bidder's Proposal shall be held in the strictest confidence until the Contract is awarded and signed. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Bidder's Proposal shall be held confidential indefinitely as allowed by law, unless the public interest is best served by an item's disclosure because of its direct pertinence to the evaluation of the Proposal. See Sections 4.3 and 6.3 (n), 3), for specific instructions concerning the submission of financial information deemed proprietary by Bidder.

3.8 PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option of participating in any award made as a result of this Proposal at the same prices, and terms and conditions. Neither the County nor Agency are agents, partners, nor representatives of the public agency, and are neither obligated nor liable for any financial responsibility in connection with purchase orders issued by any public agency.

3.9 PROPOSAL TERMS AND CONDITIONS

The Request for Proposal (RFP) itself is only a reference point to the Agency's standard general terms and conditions and is not the legal document itself. Bidder agrees to incorporate by reference the Agency's solicited Proposal, the Bidder's responding Proposal and any other documentation deemed necessary by the Agency into any Contract that may be derived from this

Proposal. Nothing in this Proposal shall be construed to prohibit either party from proposing additional terms and conditions during negotiation of the resulting Contract.

All Bidders submitting a Proposal for consideration agree that their company will be willing to enter into a negotiated, final Contract if awarded this Proposal. Such negotiated changes will not change the scope of work.

Any Contract that may be developed as a result of this Proposal will not become legally binding until the Agency Board of Directors has approved it.

3.10 GENERAL TERMS AND CONDITIONS - CONTRACT AGREEMENT

The successful Bidder will be required to enter into a negotiated and final Contract with the Agency, specifically identifying the scope of work as well as the Agency's general terms and conditions (sample Contract provided herein for Bidders review). By submitting a Proposal, the Bidder agrees to abide by the terms of the sample Contract unless alternative language is submitted by the Bidder for consideration as part of the Bidder's Proposal. All Bidders shall familiarize themselves completely with the contents and requirements of the Contract.

The sample Contract does not reflect the differences in Contract language that describes differences in the requirements between the three Ambulance Zones. Requirements specific to each Ambulance Zone will be added to those respective Contracts based upon the language submitted by the winning bidder for each Ambulance Zone.

3.11 PROPOSAL SUBMISSION FEE

Proposals shall include a submission fee payable to the Mountain-Valley EMS Agency to partially offset the costs to the Agency for the development of this RFP, and the review and analysis of Proposals. The Proposal submission fee is as follows:

A Proposal for one Ambulance Zone or a single group of combined Ambulance Zones:	\$2,000.00
A Proposal that includes one of the above plus additional Proposals for a separate Ambulance Zone or a single group of combined Ambulance Zones:	\$2000.00 plus an additional \$500.00 for each separate zone or single group of combined zones.

For example, if a bidder submits a proposal for the North Zone, the fee is \$2,000. If a bidder submits a proposal that specifically states that it is for a combination of the North Zone and the South Zone (and will not consider bidding on the North and South Zones separately), the fee is \$2,000. If a bidder submits a proposal for the North Zone, and additional separate bids for the South and East Zones, the fee is \$3,000. Thus, the fee is \$2,000, plus \$500 each for any additional separate zone bids that require additional analysis by the Evaluation Committee and Proposal Review Committee.

Failure to submit this fee with the Proposal submission shall be cause for rejection of Proposal.

SECTION 4

GENERAL PROVISIONS AND ASSURANCES

4.1. GENERAL INFORMATION

- 4.1.1. The Agency reserves the right to reject any or all Proposals or any part thereof, and to waive any informality as permitted by law.
- 4.1.2. Each Proposal must include the Bidder's name, address, dated and signed by a corporate officer, partner of the company, or agent authorized by the organization.
- 4.1.3. Each Proposal must be submitted on such forms provided herein (if provided in the Proposal), and must be placed in a sealed envelope or carton with the Proposal number and closing date visibly displayed on the outside. Proposals received after this deadline will be rejected regardless of postmark date.
- 4.1.4. All Proposals shall remain firm for at least 210 days after Proposal closing date. The Agency reserves the right to withhold an award of the Proposal for a period not to exceed 210 days from date of closing.
- 4.1.5. All Proposals and accompanying documentation submitted by the Bidders become the property of the Agency and will not be returned. Proposals shall be based on the material contained in the Proposal. Bidders are instructed to disregard any prospective oral representations it may have received prior to the solicitation of the Proposal.
- 4.1.6. The cost for developing and preparing the Proposal is solely the responsibility of the Bidder whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the Proposal will not be allowed as direct or indirect charges under any resulting Contract.
- 4.1.7. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the Agency.
- 4.1.8. If any portion of this RFP is deemed contrary to law by a court of law, or not approved by the State EMS Authority, that fact shall in no way affect the remaining portions and provisions of this RFP which shall remain in full force.

4.2. ANNOUNCEMENT OF PROPOSALS

All Proposals received by the published date and time for submission will be publicly announced at the Mountain-Valley EMS Agency, 1101 Standiford Ave, Ste D-1, Modesto, CA 95350. The name of each Bidder will be publicly read and recorded. All other information contained in the Proposals shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. Representatives from organizations submitting Proposals may be present, but attendance at the announcement of the Proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the Proposal announcement.

4.3. PUBLIC DISCLOSURE

All public records of the Agency are available for disclosure except the contents of the Proposals

received in response to an RFP, which are not open for public review until the awarded Bidder and the Agency have signed the Contract. The working documents, evaluation tools and notes of the Evaluation Committee and Proposal Review Committee are exempt from disclosure.

In the event that an unsuccessful Bidder files an official request to view the awarded Bidder's Proposal, the Agency must comply with the appropriate public disclosure procedures. However, information specifically designated in the Proposal as proprietary will not be made available.

4.4. QUALIFICATIONS OF BIDDER

The Agency may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the Agency all information and data for this purpose as the Agency may request. The Agency reserves the right to reject any Proposal should the evidence submitted by, or investigation of, the Bidder fails to satisfy the Agency that such Bidder is properly qualified to carry out the obligations of the Proposal and to complete the requirements contemplated therein.

4.5. DISQUALIFICATION OF BIDDER

A Bidder may be disqualified and the Proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this Proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all Proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- The Bidder's lack of responsibility and cooperation as shown by past work or services.
- The Bidder's being in arrears on existing Contracts with the Agency or having defaulted on previous Contracts.
- The Bidder's delivery of their Proposal after the deadline specified in the Proposal.
- Incomplete information or missing documents as required in the Proposal.
- Failure to meet the minimum requirements as set forth in this RFP.

4.6. GRATUITIES

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly, or indirectly, to any employee or agent of the Agency, any gift, money, or anything of value, or any promise, obligation, or Contract for future reward or compensation, neither during the Proposal process nor during the performance of any Contract period resulting from this Proposal.

4.7. CONTRACT DEVELOPMENT

Upon approval by the Agency Board of Directors, Bidder will enter into negotiations to develop a Contract that will become legally binding upon the signature by the Chairperson of the Agency Board of Directors and the Bidder's Duly Appointed Officer.

4.8 INDEMNIFICATION

The successful Bidder shall sign an Agreement that indemnifies Agency and County against any action or loss arising out of the Contractor's performance under the Agreement

4.9 INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of any services resulting from this Proposal, Bidder is an independent contractor and is not an agent or employee of the Agency and warrant that all persons assigned to the program/project are employees of the Bidder. In the event the Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the Agency harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created and that the awarded Bidder shall hold Agency harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its Subcontractors and employees, if any.

It is mutually agreed and understood that the Bidder, its Subcontractors and employees, if any, shall have no claim under any Contract that may result from this Proposal or otherwise against Agency for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

4.10 FEDERAL AND STATE RULES RELATED TO EMPLOYMENT PRACTICES AND NON-DISCRIMINATION

The successful Bidder shall be bound by California State and Federal laws related to employment and discrimination during the performance of the Contract.

4.11 LAWS and HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The successful Bidder shall comply with all applicable federal, state and local laws, rules and regulations ("Laws") that are in effect at the inception of any Agreement generated as a result of this Proposal and that become effective during the term of such Agreement, including without limitations the Health Insurance Portability and Accountability Act (42 USC sections 1320d et. Seq.) The parties shall execute any amendments necessary to implement such laws.

4.12 FEDERAL, STATE, AND LOCAL TAXES

The successful Bidder shall pay all taxes lawfully imposed upon it with respect to this Proposal or any product delivered with respect to the Contract. The Agency makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

4.13 DISPUTES AND APPEALS

Before any dispute or controversy arising out of or relating to this Request for Proposal is taken to a court of law, the parties agree to engage in administrative dispute resolution before the Agency Board. Only after exhaustion of such internal administrative appeal, shall the parties be entitled to proceed to court of law or arbitration. If the parties mutually agree in writing to submit

a dispute to binding arbitration, California Law shall govern the arbitration, and the parties agree to share equally all arbitrations costs. Only a party prevailing on all issues submitted, either to a court of law or arbitrator shall be entitled to reasonable attorneys fees. Venue for all dispute resolution is Calaveras or Stanislaus Counties, CA or the Federal District Court, Eastern District of California.

4.14 OSHA REQUIREMENTS

All material, equipment, or labor submitted under this Proposal by Bidder shall meet the required standards of OSHA 1970 and CA-OSHA 1973 as last revised. Bidder warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

4.15 ENVIRONMENTAL PROTECTION

The Bidder awarded the Contract resulting from this Proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal Contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

4.16 DRUG FREE WORK PLACE

The awarded Bidder and Subcontractors must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

4.17 LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this Proposal, shall be deemed to have agreed to be bound by applicable sections of Title 41, United States Code (USC), and the laws of the State of California and the ordinances of Calaveras County. Any legal proceedings against the Agency, Calaveras County, or any state or federal agency regarding this Proposal or any resultant Contract shall be brought in the California State Courts of either Calaveras County or Stanislaus County, or the Federal District Court, Eastern District.

SECTION 5

SPECIAL PROVISIONS

5.1. INSURANCE AND TAXES

The successful Bidder shall obtain and maintain in full force and effect throughout the term of the Contract, such insurances as set forth herein. The successful Bidder shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. The successful Bidder shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein.

The successful Bidder shall provide Certificates of Insurance, evidencing such coverage, to the Agency before the commencement of any work under this Contract.

- 5.1.1.** Commercial General Liability for limits not less than three million dollars (\$3,000,000.00) combined single limit for bodily injury and property damage for each occurrence and five million dollars (\$ 5,000,000.00) general aggregate. The policy shall be endorsed with the following specific language or contain equivalent language within the policy:

"The Mountain-Valley EMS Agency (MVEMSA) their officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

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

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

- 5.1.2.** Automobile Liability for limits not less than one million dollars (\$ 1,000,000.00) combined single limit for bodily injury and property damage for each occurrence, plus excess liability insurance as described herein. Coverage shall include owned, non-owned, and hired vehicles.

The Agency, its officers, employees and agents shall be endorsed to above policies as Additional Insured for such liability as may be incurred in the performance of any Contract resulting from this Proposal.

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

- 5.1.4.** Medical Malpractice-Professional Liability for all activities of the Contractor arising out of or in connection with this Agreement for limits not less than one million dollars (\$1,000,000) per occurrence. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement and shall maintain tail insurance in effect for not less than two (2) years following completion of performance of this Agreement.

5.2. INSURANCE CONDITIONS

- 5.2.1. Insurance is to be placed with California admitted surety insurers rated by A.M. Best Co. as A: VII or higher.
- 5.2.2. Each of the required policies referenced above shall be endorsed to provide the Agency with thirty (30) days prior written notice of cancellation. The Agency is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the successful Bidder to furnish insurance during the term of this Contract.
- 5.2.3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended Scope of Work. Additional qualifying policy conditions or special endorsements may be specified in the Contract depending on the final Scope of Work agreed on by Agency and selected Bidder. Insurance questions shall be addressed at the Bidders' conference.
- 5.2.4. If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a Material Breach of Contract that is dangerous to public health and safety. The Agency, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, the Agency may purchase such required insurance coverage, and with thirty (30) days notice to Contractor, the Agency may obtain recovery of, from a performance bond or otherwise, any premium costs advanced by the Agency for such insurance. These remedies shall be in addition to any other remedies available to the Agency.

5.3. PERFORMANCE SECURITY PROVISIONS

- 5.3.1 The successful Bidder shall furnish, within 14 days of Contract execution, performance security in an amount of \$100,000 in any of the following forms. The performance bond shall be considered liquidated damages in the event of Contract default. Bond options are:

5.3.1.1 **Performance Bond**

A performance bond issued by a bonding company, appropriately licensed as a California admitted surety, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the Agency upon determination by the Agency that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the Agency.

5.3.1.2 **Irrevocable Letter of Credit**

An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the Agency and from a bank or other financial institution acceptable to the Agency.

5.3.1.3 **Cash Deposit**

Cash which must be deposited with an escrow holder acceptable to the Agency and subject to an escrow agreement approved by the Agency. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the Contractor.

5.3.1.4 Combination of the Above

A combination of the above, acceptable to the Agency.

5.3.2 Whatever form of performance security is selected by the Bidder, the Proposal shall indicate the form selected, and shall include full and detailed documentation of Bidder's ability to provide such security.

Any performance bond furnished by the successful Bidder in fulfillment of the requirements for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon 30 days advance written notice to the Agency. Not later than 20 days following the commencement of the 30-day notice period, the successful Bidder shall provide to the Agency replacement security acceptable to the Agency in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided for. Failure to meet the bonding requirements after cancellation of a bond shall constitute a material breach of Contract. The performance security may be adjusted annually on the Contract anniversary date (July 1) based on the change in the Consumer Price Index for the category of All Urban Consumer, West Urban, over the 12-month period beginning December 1 and ending November 30 immediately preceding the adjustment date.

Failure of the successful Bidder to meet these performance security requirements after the successful Bidder has been selected, and prior to Contract start date, shall result in forfeiture of the award.

5.4. TAKE-OVER PROVISIONS

The successful Bidder shall be required to agree to the following language in the Contract for the provision of ambulance services pursuant to this RFP:

5.4.1 Upon a determination by the AGENCY Medical Director that CONTRACTOR is in Material Breach that immediately threatens the public health and safety, CONTRACTOR may be required to immediately discontinue operations, forfeit to the AGENCY the performance security and turnover to the AGENCY the CONTRACTORS equipment.

5.4.2 If the AGENCY determines that CONTRACTOR is in Material Breach, but the continued operation of CONTRACTOR does not appear to be an immediate threat to the public health and safety, the following process shall be followed:

5.4.2.1 AGENCY shall provide CONTRACTOR written notification of the Material Breach, and CONTRACTOR shall have sixty (60) days to correct said breach;

5.4.2.2 If the Material Breach is not corrected within sixty (60) days, or if the CONTRACTOR disputes the finding of Material Breach, the matter shall be presented to the AGENCY Board of Directors at the next Board of Directors meeting.

5.4.2.3 If the AGENCY Board of Directors determines that a Material Breach has occurred and the health and safety of the public would not be endangered by allowing the CONTRACTOR to continue its operations, the AGENCY Board of Directors may direct the AGENCY to prepare a Request for Proposal (RFP) for the selection of an Ambulance Service provider for CONTRACTOR's service area(s).

5.4.3 If the AGENCY Board of Directors determines that a Material Breach has occurred

and that the public health and safety would be endangered by allowing CONTRACTOR to continue operations, the CONTRACTOR shall forfeit to the AGENCY the performance security and turnover to the AGENCY the CONTRACTORS equipment as described below.

5.4.3.1 All of Contractor's vehicles and related property, including, but not limited to medical equipment, supplies and facilities necessary for the performance of services utilized in the performance of the Contract shall be deemed assigned to Agency during a period not to exceed ninety (90) days. Contractor shall promptly deliver to Agency all vehicles and equipment utilized in the performance of the Contract including, but not limited to, ambulance, quick response vehicles, supervisor vehicles, sites used to house equipment, vehicles and staff, maintenance facilities and communications equipment, including dispatch computer hardware and the right to utilize software. Contractor's assignment to Agency shall include the number of vehicles used by Contractor's System Status Plan for the peak hour of the day, peak day of the week, for Emergency Ground Ambulance Services under the terms of the Contract. Each vehicle shall be equipped at a level in accordance with its utilization in Contractor's System Status Plan and in accordance with EMS Agency Policies, Procedures, and Protocols, including all supplies necessary for minimum stocking levels of such vehicles.

5.4.3.2 Contractor shall be required to deliver the above delineated vehicles and equipment to Agency in mitigation of any damages to Agency resulting from Contractor's breach. Agency shall also be entitled to utilize, at Contractor's cost, all other services and supplies of Contractor or available to Contractor not previously addressed including billing services, maintenance, administrative consulting and management services. Contractor shall assign all applicable service, supply or other agreements to Agency or, if such agreements require consent for assignment, shall use its best efforts to obtain such consent. Contractor's delivery to Agency of all items listed in 5.4.3, and 5.4.4, shall be provided by Contractor at no cost to Agency. Agency shall return all equipment listed in 5.4.3 and 5.4.4 to Contractor within ninety (90) days of receipt of said equipment.

5.4.3.3 Consistent with the above provisions, Contractor shall cooperate completely and immediately with Agency to effect an immediate takeover by Agency of Contractor's operations. Such takeover shall be effective immediately or within not more than seventy-two (72) hours, after such finding of Material Breach as determined by the Agency Board of Directors. The Agency shall attempt to keep whole the existing staff and operations until such time as either a Request for Proposal can be issued and a new Contractor secured or another alternative method of ensuring the continuation of services can be affected. The Contractor shall not be prevented from disputing any such finding of Material Breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the Agency.

5.4.3.4 These provisions are specifically stipulated and agreed to as being reasonable and necessary for the protection of the public health and safety, and any legal dispute concerning the finding that a Material Breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the Agency's access to the

performance security funds or to Contractor's equipment.

5.4.3.5 Contractor's cooperation with and full support of such emergency takeover shall not be construed as acceptance by the Contractor of the finding of Material Breach, and shall not in any way jeopardize Contractor's right to recovery should a court later find that declaration of Material Breach was made in error. However, failure on the part of Contractor to cooperate fully with the Agency to effect a safe and smooth takeover of operations shall itself constitute a Material Breach of this Contract even if it was later determined that the original declaration of Material Breach by the Agency Board of Directors was made in error.

5.4.3.6 The Agency Board of Directors shall be the final authority under this section of the Contract. If the Agency Board of Directors declared the Contractor to be in Material Breach of this Agreement on grounds other than performance deficiencies that are determined by the Agency Board of Directors to be dangerous to public health and safety, the Contractor may dispute the Agency Board of Director's claim of Material Breach without allowing takeover of operations by the Agency prior to legal resolution of the dispute.

SECTION 6

INSTRUCTIONS FOR PROPOSAL CONTENT COMPLETION

To ensure that comparison of Proposals is as fair and complete as possible; all Proposals shall employ the format described in this section. Proposals should be as short as possible while still meeting the full intent of this RFP. Proposals should be limited to 100 pages for content and 100 pages for appendices. Proposals that exceed 200 pages for content and 200 pages for appendices may be rejected.

Bidder shall describe Bidder's capabilities and agree to meet or exceed minimum service requirements. Failure to accept Agency's minimum-service requirements in any service category may be grounds for automatic disqualification. All additional commitments and capabilities shall be separately stated within each section, and the costs associated therein shall be separately identified.

6.1 Submit a complete Proposal in the required format.

The Proposal must include the forms found at pages 64 through 69 as required in section 6.2 below. In addition, the Proposal must follow the Proposal content requirements in the order in which they appear in the Proposal. The Proposal requirements will be judged either "pass" or "fail" based upon a determination of the Bidder's responsiveness in completing the required section. In addition to the "Pass/Fail" standard, certain sections of the Proposal will be subject to a point scoring system. These sections are listed in section 8.3 and in the scoring table on page 59.

While it is not necessary that each Proposal match the same number or lettering system to each section as shown in this RFP, it is necessary that each section be presented in the same order and named as shown in this RFP. Proposals that do not conform to this format may not be considered for evaluation.

- 6.1.1 Proposals must be typewritten and legible.
- 6.1.2 Proposals must be submitted on standard 8 1/2" by 11" paper.
- 6.1.3 Each page must be clearly and consecutively numbered.
- 6.1.4 All Proposals must be submitted in the name of the legal entity or authorized agency.
- 6.1.5 Attachments that are not included in the main Proposal should be clearly labeled according to the sections and titles provided therein.
- 6.1.6 The Proposal must be developed on the forms provided in this package, or must follow the Proposal content requirements in the order in which they appear in the Proposal.
- 6.1.7 The Proposal must note any exceptions to the requirements and conditions of the RFP taken by the Bidder.

- 6.1.8 Each Proposal must include a table of contents that clearly indicates where each required section is located.
- 6.1.9 Each Proposal must have a cover letter, signed by the Bidder's Duly Appointed Officer.
- 6.1.10 Bidder must ensure the placement of all signature sheets/forms required by the RFP in a section entitled "Signature Sheets" to immediately follow the cover letter (see pages 64 through 69). Such forms (A, B1, B2, C1 and C2) must be completed and included for each corporation and all of its dba's.
- 6.1.11 Each Proposal must have an executive summary that describes, in summary form, the essential elements in the Proposal.
- 6.1.12 The Bidder must stipulate that no exceptions are taken to the proposed Contract requirements, or list and thoroughly describe and defend each exception taken.
- 6.1.13 The Bidder must describe in detail its intended method of satisfying the performance security requirements as identified in Section V.
- 6.1.14 Each proposal that includes separate multiple bids for multiple different combinations of Ambulance Zones must submit separate responses to the following proposal sections listed in Section 6.2: (d 20), (e), (g), (k), (m), and (o).
- 6.1.15 Bidder shall attach (in the appendix) Bidder's internal written policy to provide standby services for working fires, hazardous materials incidents, hostage/SWAT events and disaster exercises as referenced in Section 2.8.
- 6.1.16 Bidder shall attach (in the appendix) a written description of Bidder's Safety and Risk Program as required in Section 2.16.

6.2 Required Table of Contents

Each Proposal shall be structured to incorporate a table of contents that shall clearly indicate where each required section is located. Any information that does not fit logically into one of these labeled sections shall be appended to the Proposal. Bidders are encouraged to place items such as charts, policies and plans in an appendix. All Proposals shall include page numbers and have major sections tabbed. The required major sections are listed below and shall be labeled both in the table of contents and in each tabbed section as follows:

- (a) Cover Letter
- (b) Signature Sheets (Forms A, B1, B2, C1 and C2)
- (c) Executive Summary
- (d) Credentials and Qualifications
- (e) Compensation, Wage, and Benefit Package for Prehospital Personnel
- (f) Commitment to Incumbent Prehospital Personnel
- (g) Response Time, Chute Time, Posting Plan, and Unit Hours Commitment
- (h) Level of Clinical Sophistication
- (i) Quality, Quantity, Maintenance and Replacement of Equipment
- (j) Commitment to First-Responder Program
- (k) Patient Charge System Commitment
- (l) Billing/Collection Program and Data Integration
- (m) Cost and Revenue Forecasts/Budget/Fiscal Strength

- (n) Continuous Quality Improvement Program
- (o) On-Site Key Personnel
- (p) Demonstrated Commitment to Accreditation by C.A.A.S.
- (q) Exceptions Taken to Agency's Contract Requirements
- (r) Performance Security Method
- (s) Additional Forms
- (t) Appendices

6.3 Proposal Sections Defined

Each of the sections in the Table of Contents is described below:

(a) Cover Letter

Each Proposal shall have a cover letter, signed by the Bidder's Duly Authorized Officer. This letter shall specifically affirm the Bidder's full understanding and acceptance of all terms set forth in the RFP including the financial projections in the applicant's Proposal. This letter must certify the completeness and accuracy of all information supplied in the Proposal. The letter must further state that the firm or entity has not violated any conflict of interest statutes or ordinances. The letter must state that the Proposal is a firm and binding offer to perform the services stated under the conditions specified in the Proposal. Failure to provide this letter will cause the Proposal to be considered non-responsive.

(b) Signature Sheets

Bidder shall ensure the placement of all signature sheets / forms required by the RFP (beginning on page 64) in a section entitled "Signature Sheets" to immediately follow the Cover Letter.

(c) Executive Summary

Each Proposal shall have an executive summary that describes, in summary form, the essential elements in the Proposal. **Indicate which single Ambulance Zone, which single combination of Ambulance Zones, or which multiple separate Ambulance Zones are being bid on in this section.** The executive summary shall not exceed 3 pages in length.

(d) Credentials and Qualifications

The purpose of the Credentials and Qualifications Section is for the Bidder to submit information on the Bidder's organization, management and operational experience.

The following requirements and questions must be answered in the order and format given.

- 1) Name and address of organization.
- 2) Name of organization's liaison for the procurement. All questions and correspondence will be directed to this person.
- 3) Type of organization or legal entity (e.g. partnership, corporation, etc.) and the state under whose laws the entity is formed.
- 4) List the names and addresses and share of ownership of all owners, shareholders,

directors, officers, and corporate linkages of the organization or entity. Include all dbas. An organizational chart listing all entities and owners must be provided. If the Bidder is a corporation with 30 or more shareholders, provide title, names, and addresses of directors and officers only, and indicate share of ownership held by these individuals.

- 5) Provide names and affiliations of all other corporations or entities potentially providing services to this Agreement.
- 6) List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
- 7) Provide a brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations. List all financial interests of the organization or parent organization in other related businesses above \$25,000.
- 8) Provide a narrative description of emergency ambulance services, and related services currently provided by the organization.
- 9) Describe the organization's experience in providing paramedic-level emergency ambulance service under a performance-based Contract serving an area with service conditions similar to those of Calaveras County, e.g. geo-demographics, payor mix, etc.
- 10) The Bidder and each of its partners or shareholders must provide letters from any EMS regulatory agencies (maximum of five (5) where it operates at the credentialing level) stating that it has been in substantial compliance with their standards, including response-time requirements, if measured by the agency, for the last three years.
- 11) The Bidder and each of its partners or shareholders must list all previous documented failures to meet the terms of their ambulance provider Agreements with any EMS regulatory agencies.
- 12) List at least two hospital emergency departments and three public safety agencies (i.e., fire department, law enforcement agencies, park rangers, etc.) with which the organization has worked during the past year and which shall serve as references.
- 13) Describe Contracts entered into during the past three years regarding ALS/BLS prehospital delivery of services showing year, type of services, location, and name and address of Contracting agency.
- 14) Provide details, if any, of any failure, default, problems or refusal to complete a Contract by the organization.
- 15) Explain any litigation (pending or closed) involving the organization or any principal officers thereof, in connection with any performance or service. Explain any medical malpractice suits with a dollar loss (list the actual circumstances, conclusions and dollar loss) for the last 10 years.
- 16) List any vehicle accidents over the past three years that were reportable as defined by state law or insurance company policy that the organization or its affiliates has been involved with, noting circumstances and fault determined. List accident rate per vehicle and per 100,000 miles driven for the past three years.
- 17) Note all workers' compensation losses within the past three years.

- 18) List any commitments and potential commitments that would impact assets, lines of credit, guarantor letters, or otherwise affect the organization's ability to perform the Contract if awarded.
- 19) References: Contractor may wish to append no more than five letters of reference specifically related to the organization's current and existing:
- a) Agreements and Contracts
 - b) Clinical performance as an ALS Contractor
 - c) Quality Assurance/Improvement program effectiveness
 - d) Response time performance
 - e) Vehicle maintenance and replacement program
 - f) Relationships with first responder agencies
 - g) Organization's local and/or national reputation as a Contractor of ALS service
 - h) Relationship with labor organizations

Note: Letters of reference must include the following:

- a) Be signed and dated by the author.
- b) Fully disclose any direct or indirect business or financial relationship between the author or organization and the Bidder.
- c) Describe the extent to which the author/organization is familiar with the Bidder and the Bidder's work/performance.
- d) Include the author's certification that s/he has read the specific section of the firm's credential submission to which the endorsement is related.

Note: Letters of reference will not be supplied by or considered from Agency or County staff members. All accident rates and lawsuits must indicate corporate-wide experience as well as experience for the California area if applicable.

- 20) List planned number of employees for the Calaveras EOA using the format below:

GATEGORY	FULL TIME	PART TIME	TOTAL
Management			
EMT-Paramedic (EMT-P)			
EMT-1			
Registered Nurses			
All Others			
TOTAL			

Bidders shall define their use of "full time" and "part time." "Management" personnel shall include, but not be limited to personnel who are scheduled for less than 25 percent of their time in the field.

Minimum: Ratio of part-time to full-time field personnel should not exceed 50%.

- 21) Using the format below, document the number of ambulance-unit transports/responses conducted by the organization in any Contract or exclusive area during the past 12 months. If possible, reference experience in an area similar to Calaveras County's performance expectation, population, geographical area, or transport volume. Identify each Contract and exclusive area served on a separate chart (maximum of five (5) separate jurisdictions).

PARAMEDIC/AMBULANCE	NUMBER
Code 3 Transports/ Responses	
Code 2 Transports/ Responses	
Backup/ Mutual Aid	
Dry Run	

- 22) Supply supporting documentation to demonstrate existing capabilities to furnish service that is similar to that required under this procurement.
- 23) List and state current status and outcome of any current or pending criminal cases or investigations against any officer or manager of Bidder.
- 24) List and state the current status and outcome of any criminal or civil cases or investigations for Medicare/Medicaid statute or Contract violations involving the Bidder and its personnel.
- 25) List and state the status and outcome of any investigations for affirmative action violations involving the Bidder and its personnel.

NOTE:

The intent of the preceding list of questions and requirements are designed to determine the extent to which the organization and its key management personnel meet or exceed the following criteria:

- 1) Demonstrated historical experience to meet a measurable response-time standard in a rural area with small to moderate sized population centers separated by sparsely populated unincorporated areas. Demonstrate compliance in such an area for at least the past two years, for emergency ambulance service. The population may be located in multiple political jurisdictions which may include cities, counties, states or other jurisdictions.
- 2) Demonstrated commitment to maintaining quality personnel.
- 3) Demonstrated ability to provide a high level of clinical performance as measured by past performance at or above the level of staffing and experience-as required in this RFP.
- 4) Financial strength, stability, and reputation.
- 5) Demonstrated expertise in system management, vehicle maintenance, and billing/accounts receivable management.

(e) **Compensation, Wage, and Benefit Package for Prehospital Personnel**

The Agency encourages Bidders to demonstrate how their wages, benefits, shift schedules and expected productivity will attract and retain experienced personnel, especially existing employed Paramedics, and EMTs in Calaveras County. The Contractor shall devise a wage and benefit package to encourage personnel to remain with the system to reduce the turnover rate and to meet all applicable state and federal laws (e.g. Fair Labor Standards Act). No shifts greater than 48 hour are permitted unless under a written policy approved by the Agency. The Contractor must have a policy and monitoring system in place to prohibit staff from working greater than 48 shifts when combining Contractor shifts with shifts from second employment.

Minimum: The minimum wage for a starting EMT-P shall be no less than \$10.72 per hour. The minimum wage for a starting EMT-1 shall be no less than \$8.48 per hour. Part time minimum salaries shall be at the commensurate rate. Other employee costs and benefits including employer taxes, employee retirement, medical insurance, workman's compensation, and other proposed employee costs should be calculated at between 25% to 30% in addition to wages of prehospital personnel.

Bidder must submit their turnover rates for the past three years for all categories of personnel and define how it is calculated.

Bidder must submit the salary levels (current and proposed) for entry, middle and top levels for all personnel and define how it is calculated.

Note: Wages and benefits are significant areas of review for this RFP.

(f) **Commitment to Incumbent Prehospital Personnel**

Bidders should note that the handling of the incumbent workforce is a significant factor in the rating of Proposals. A preference to consideration of currently employed EMTs, EMT-Ps in Calaveras County shall be given by Bidders. Proposals shall provide specific plans to this effort in their Proposal.

Bidder is urged to make and document its best efforts to afford job opportunities to members of the incumbent work force who meet personnel qualifications and who are interested in employment in the new ambulance system. As this subject is an important aspect of the analysis of Proposals, plans for a smooth transition of the work force must be detailed.

Minimum: A written plan for integration of incumbents

(g) **Response Time, Chute Time, Posting Plan, and Unit Hours Commitment**

In this section, the Bidder describes how it will meet the Chute Time performance requirements set forth in this RFP, commit to the plan to develop Response Time performance criteria following one year of data collection, and describe the Bidder's Unit Hour commitment and plan for the Ambulance Zone.

General Minimum: The Bidder's plan for the location and housing of field staff, staff call-backs, Unit Hours, and number of units shall be included. Since the county is comprised of three EOAs, Bidder must also commit to following a Posting Plan approved by the Agency that will be designed to ensure the best coverage for the county and meet logistical requirements of the Dispatch Center. Such a plan requires the Bidder's commitment to work

cooperatively with any other ambulance provider in adjacent counties and Calaveras County EOA (Zones) to develop a county-wide Posting Plan for Posting, Move-ups, and Mutual Aid.

South Zone Minimum: Bidders must provide a plan for how they will work with Copperopolis Fire Protection District to facilitate the provision of ALS First Responder services to that area.

North Zone Minimum: Bidders must provide a plan for how they will provide ALS Services to the West Point Area that includes: Estimated response time (90%ile) for the responding ambulance, the primary base of the responding ambulance, and the unit hours (based upon a 28 day period). Such a plan must include either the provision of response by an ALS First Responder based within the West Point Area, or an ambulance based within the West Point area in order to be eligible for the additional points described in 2.7.1.

East Zone Minimum: Bidders must provide a plan for how they will work with Ebbett's Pass Fire Protection District to facilitate the provision of ALS First Responder services to that area. (Such a minimum is only relevant for Bidders other than Ebbett's Pass Fire Protection District).

(h) Level of Clinical Sophistication

In this section, the Bidder demonstrates the level of clinical sophistication that will be possessed by its field and management staff.

1) Personnel Qualifications

Minimum ALS Ambulance Services: The personnel who make up every ALS ambulance crew shall meet the State of California and Agency requirements for licensure and certification. One EMT-P and one EMT-1 are the minimum requirement for each ALS ambulance. Written staff hiring and ongoing performance standards shall include physical and cognitive skills necessary for the successful ambulance performance on this Contract without excess reliance on outside agencies.

Minimum BLS Ambulance Services: The personnel who make up every BLS ambulance crew shall meet the State of California and Agency requirements for certification. Two EMT-1s are the minimum requirement for each BLS ambulance. Written staff hiring and ongoing performance standards shall include physical and cognitive skills.

2) Workforce Diversity

All Bidders must submit evidence that there is a plan, in place consistent with currently applicable federal, state, and local laws and regulations, to promote diversity of personnel in the organization, including methods for meeting this need and the time lines anticipated. Diversity in this context includes establishing opportunities for women and minority personnel.

3) Workload Management and Scheduling Practices

The Bidder shall normally schedule so as to provide EMTs at least eight hours of rest between regularly scheduled shifts. Regularly scheduled shift shall be defined as not greater than any 48-hour period, unless approved by the Agency. Regularly scheduled shifts beyond 48 hours shall require specific justification in the Proposal on issues such as workload, staff-fatigue

and costs.

4) **Training Programs**

Minimum: Contractor shall furnish, in-house or by approved Subcontract, an in-service training program plan that will allow field personnel to meet the State of California recertification, or licensing requirements.

(i) **Quality, Quantity, Maintenance and Replacement of Equipment**

In this section, Bidder shall describe, in detail and with brand names, vehicles and the major equipment items to be furnished, and the scheduled replacement policies related to each class of equipment. In addition, Bidder shall stipulate the minimum fleet size proposed for the EOA.

Communications

As referenced in Section 2.9, Bidder shall stipulate the amount they will annually pay to support each of the items listed below:

- 1). Frequency sharing with CDF Dispatch
- 2). Ongoing maintenance and replacement costs of Mednet repeaters
- 3). Cost of implementing a paging system for dispatch of ambulance services
- 4). Cost of adding ancillary communication options such as satellite phones and cell phones.
- 5). Requirement of CALCORD in ambulance radios.

Vehicles

Bidders shall describe the primary and back-up ambulance vehicles including the make, model, year, and mileage of each vehicle. Bidders must include a detailed plan for the maintenance and replacement of vehicles.

Bidders that include a 4-wheel drive ambulance as part of their ambulance fleet for use during the winter months will receive a five (5) point bonus in this section.

Medical Equipment

Bidders shall describe the make, model, and year of any medical equipment with a minimum purchase price of \$2,000. Such a list must include defibrillators, gurneys, and the plan for maintenance and replacement plans of all such equipment

Minimum: Bidders shall specify and initially furnish a minimum number of fully equipped units, and shall propose a policy of maintaining a fleet size not less than one fully stocked back-up unit. Bidders shall describe the make, model, year, and mileage of the ambulance vehicles to be included in Bidder's proposed fleet.

(j) **Commitment to First-Responder Program**

In this section, Bidder shall detail its intentions regarding involvement in and support of the first-responder programs. Contractor shall describe a methodology for integrating its services with first-responder agencies including fire departments, police agencies, and 9-1-1/PSAPs. Specific plans must be submitted with prioritized objectives. These commitments must include specific procedures for scene control and problem resolution. A commitment and process for establishing a methodology for assessing first-responder training needs and training schedules must also be described. These requirements would only go into effect if requested by first responders and approved by the Agency. Commitments for ongoing

liaison with these agencies must also be stated. Commitments to disposable item re-supply and any additional financial contributions should be explained here.

The provider must develop a plan for the prompt return of first responders and nurses and support staff (from transport unit runs) to their station or hospital, as appropriate, should they be used in transporting the patient to the hospital. Bidders should not assume that a firefighter will always be available to ride into the hospital to assist with critical patients, e.g. cardiac arrest patients or to assist with lifting heavy patients.

Minimum: Bidder shall specify plans for integrating with the first responder agencies as defined as a minimum here and in Section II of this RFP. Contractor shall restock or pay for restocking first-responder medical supplies (including Advanced Life Support supplies) used in response to emergency medical calls, subject to applicable Federal and State laws.

(k) Patient Charge System Commitment

Agency requires all Bidders to use the same assumptions to allow equitable comparison among the Proposals. The Bidders shall assume no general County subsidy for this procurement. It is the Agency's desire to encourage Proposals that achieve a balance in service, cost and the subsequent fee charge.

This RFP requires a well defined charge system which assures no "overcharging." Patient charges are an expected element of this Proposal. The only required maximum charges in this RFP are for "non-emergency" ambulance services as identified below. All other charges offered by the winning Bidder in this Proposal will be used as a basis for setting rates for the first two years of the Contract and as a basis for the formula and process for all future increases in patient charges, (See Section 2.13). In this section, Bidder shall state the charges that it proposes to set for its services and shall provide information justifying those charges. The Bidder that submits the most competitive charges shall receive the maximum points in this category. The list of charges to be identified by the Bidder is as follows:

<u>Category</u>	<u>Rate</u>
ALS base rate (non-emergency*) and BLS base rate (non emergency)	No more than 5% above Medicare's allowable rate
ALS base rate (emergency**)	
BLS base rate (emergency)	
CCT base rate	
Non-transport fee (Broken down by: Dry Run, Treat and Release, and AMA)	
Mileage	
Night charge (7p - 7a)	
Oxygen	
Supplies	

*Non-emergency is defined as a Code One call (scheduled at least 60 minutes prior to the requested patient pick up time).

**Emergency is defined as a response to any Scene Call or to any request for Ambulance Services for which the patient pick up time is requested to be within less than 60 minutes of the Time of Call.

Minimum: In setting charges, the Bidder must use the assumptions stated below, in order to allow equitable comparisons among various Proposals. If the Bidder believes that any of these assumptions would lead to charges set by the Bidder that are too high or too low, the Bidder may so state and should then explain what changes should be made to the assumptions or to the proposed charges, in order to set the charges at a more appropriate level. The assumptions to be made by the Bidder and other considerations that should enter into the setting of charges are as follows:

- 1) **Number of transports:** The number of transports is provided for purposes of proposing and evaluation only. No guarantee of future revenues or results is made by the Agency. Please see page 7 for a discussion on the number of transports during fiscal year 2003-2004.
- 2) **Mileage:** For the budget required below, assume the following transport miles per zone for your calculation:
North Zone - An average of 18 transport miles.
South Zone - An average of 24 transport miles.
East Zone - An average of 39 transport miles.
- 3) **Base rate:** Separate ALS and BLS base rates are required. Assume that charges shall be consistent with the level of service provided to the patient, not the level of readiness provided by the Contractor. Critical care transports would be provided at request of hospitals.
- 4) **Non-transport rate** Bidders must propose a non-transport fee for circumstances where services are requested and are provided or refused at-scene but the ultimate transportation refused. Specific protocols should accompany the Proposal.
- 5) **Night calls:** Assume 35 percent of all calls are night calls.
- 6) **Oxygen:** Assume 60 percent of all calls require oxygen.
- 7) **Average charges:** The Bidder shall calculate the average charge per call that would occur if the charges set by this RFP and the charges proposed by the Bidder were implemented. The computation must use standard formulas for such computation and must use the assumptions set forth above regarding call volumes and frequency of the various charges. Do not include any charges at the hourly standby rate in computing this average. The computations must be set forth in this section.

(I) Billing/Collection Program and Data Integration

In this section, Bidder shall describe its proposed data processing, billing, collection, and accounts receivable management system.

Minimum:

- 1) System shall generate and electronically bill Medicare and Medicaid statements.
- 2) System shall be HIPAA-compliant at the time of Contract execution.
- 3) System shall handle third-party payers, private-pay patients, special Contracts, DRG transports, and other special arrangements.

- 4) Itemized statements shall list all procedures and supplies employed, unless included in base rate.
- 5) System must be capable of responding to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
- 6) System must provide daily, monthly, and annual reports that furnish clear audit trails, including details of payments and adjustments experience.
- 7) System shall provide for reconciling on a regular basis between "run" and other production data and patient data. An audit trail shall exist linking reported transports and calls to billed transports and calls, with exceptions noted.
- 8) System shall support monitoring of employee accuracy and completeness in gathering required operations.
- 9) System shall facilitate updates of account type, addresses, and other pertinent patient and third party payer data.
- 10) System shall include procedures and reports to process accounts requiring special attention. These procedures shall cover at least the following:
 - Assignment of follow-up based on accounts receivable aging reports
 - Reminder mailings
 - Telephone collection methods
 - Policy regarding use of collection agents
 - Policy regarding write-off of accounts receivable
 - Identifying and pursuing alternative third party payments and other reimbursements.
 - Policies for hardship cases and write-offs. These policies should provide a detailed explanation of the circumstances under which self-pay patients will be charged a reduced rate or written off, paying special attention to families that are at 100% or 200% of the poverty level. Financial-need guidelines should be designed to be uniformly applied and are best when based upon additional factors such as: a patient's income, assets and expenses relative to the cost of living; a patient's family size; and the scope and extent of a patient's medical bills.
- 11) System shall exclude on-scene collection. Contractor shall specifically agree that on-scene collections are prohibited.
- 12) Billing and collection data shall track to dispatch data by use of a record identifier.

(m) Cost and Revenue Forecasts/Budget/Fiscal Strength

In this section, all costs and all revenue sources must be clearly listed and assumptions documented. Since cost and revenue projections will be compared among all Bidders, the Agency requires that information be provided in the format and with the level of completeness and detail specified herein.

The Agency requires all Bidders to present detailed costs by budget category to demonstrate clearly the costs and costing assumptions (by line item) to determine charge and charge assumptions. Actual costs must be provided by line item and then broken down on a per-call

basis so that the Agency may clearly determine the cost impact per call on all costing assumptions. Costs and proposed charges for alternative performance standard plans and any other alternative plan shall be specified separately.

All revenue sources must likewise be fully described. The Agency assumes that patient care fees will be a major component of franchise financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided herein, and must be consistent with volume-related cost projections. Bidders must identify all other revenue sources supporting their proposed budget, and must explain how these revenue sources will change as a result of this commitment.

Minimum: The Proposal must describe and document all costs and cost estimates necessary for providing services required by the franchise, separating out costs and charges for alternatives.

Bidders must describe the revenue amount assumed for calculating Bidder's budget, all revenue sources (direct and in kind), and document any sponsoring organization's commitment to franchise financing (if any) and the legal authority to continue this commitment throughout the term of the Contract.

Important: Proposals shall submit a spreadsheet that shows the stepping down of all costs to the proposed charges.

In addition to the budget, a complete set of financial statements for the current and proposed operation shall be provided for all Proposals. Three (most recent) consecutive years of financial statements shall be provided, of which one year shall be a fully audited financial statement and shall include the accountant's footnotes, if provided with the original audit. The remaining two years of financial statements shall be reviewed statements, as defined by the American Institute of Certified Public Accounts (AICPA). If the Bidder does not have a fully audited financial statement, conducted within the past three years, they may submit a reviewed statement in its place. Note: Reviewed statements, in lieu of an audited statement, shall be subject to the limited interpretation that the statements offer. All financial documents should include at least the following:

1) Current financial status:

- (a) Balance sheets;
- (b) Profit and loss statements, statements of revenues and expenditures;
- (c) Statement of changes in financial position;
- (d) Last completed year cash-flow analysis (shown monthly), for existing ambulance operations only;
- (e) Aged accounts receivable for ambulance revenues, and for other revenues expected to support ambulance services (if available);
- (f) Listing of any loans to officers (business, personal or both, etc.);
- (g) Any lines of credit over \$25,000, with maturity, interest, annual payments identifying source and contact address;

- (h) Briefly describe accounting, billing and payroll systems; and
- (i) Describe any federal or state tax liabilities other than current payroll obligations.

All Bidders should be aware that the documents requested will serve to confirm the soundness of their current financial position. The Agency's intent is to award the franchise only to an organization demonstrating the financial capability to operate successfully. Failure to provide the items listed above will automatically cast doubt on the financial expertise and soundness of Bidders.

2) **Financing:**

(a) **Capital Financing:**

Bidder shall clearly demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations for each Proposal. It is the Bidder's responsibility to conclusively document the source, the availability of the capital and the firm commitment of the source or sponsoring agency, as appropriate.

(b) **Rate Adjustment:**

During the term of the Agreement, the Contractor will be allowed opportunities for rate adjustments. On an annual basis, a calculation of percentage increase in the Medicare maximum allowable rates shall be the basis for rate adjustments following a written request made to the Agency. The Contractor may propose rate changes to the Agency no more frequently than annually after the second complete year of service unless the Contractor can demonstrate to the satisfaction of the Agency that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Contractor, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. In such a circumstance, the Contractor may request a hearing before the Calaveras County Board of Supervisors, following a review by the Calaveras EMSOC and Agency.

3) **Other Financial Information**

In this section, the Bidder may submit any other financial information that the Bidder considers relevant.

All financial information contained in the Proposal shall not be considered confidential and proprietary unless specified by the Bidder. Bidders should submit all required financial information that they consider confidential in a separate, sealed manila envelope clearly marked with the RFP Section number(s) that the Bidder is responding to, and clearly mark the envelope "Confidential."

(n) **Continuous Quality Improvement Program**

- 1) The Bidder shall prepare a continuous quality improvement (CQI) plan meeting the standards of the quality improvement movement in the health-care industry. The plan should include internal QI mechanism such as: medical director, CQI manager, prospective training and education efforts, concurrent and retrospective review, personnel development, problem identification, needs assessment, education/compliance remediation, problem resolution, and the documentation and

tracking of implementation strategies and outcomes. The program should describe:

- (a) a management philosophy and approach focused on achieving an environment of continuous improvement and innovation;
- (b) continuous learning and development of staff and management;
- (c) service to all internal and external EMS Contractors and customers; and,
- (d) commitment to participate in and contribute to the Agency CQI process (see Agency Policy #565.20).
- (e) commitment to cooperate with system research.

2) Required Interfaces:

- (a) EMS Agency
- (b) Base/Receiving Hospital(s)
- (c) First Responders
- (d) ALS Providers
- (e) Public Safety Dispatch

3) Additionally, this program shall include the following elements under client/patient rights, which shall at a minimum, provide to patients the following:

- (a) fast, effective medical treatment and transportation to a facility of their choice (unless this is in conflict with medical policies of the Agency), regardless of ability to pay;
- (b) full information regarding the immediate treatment needed with the right to refuse any treatment or service;
- (c) full explanations of bills about which the patient has questions;
- (d) confidential treatment of medical records;
- (e) listening to patients during transport (or later), and answering all questions promptly;
- (f) billing insurance or third-party payer as part of the service to the patient; and,
- (g) retention of patient records and patient access to their records.

(o) On-Site Key Personnel

Minimum: Bidder shall include job descriptions and resumes of the on-site and off-site management team, operations managers, in-service training manager, maintenance manager, and manager of administrative services (e.g., data processing, billing and collections) involved in the provision of services to this franchise area. If applicable, Bidders

shall specify which key personnel listed above will be in-County vs. off-site, including proposed positions, locations and rotation of such staff. Bidder shall propose names and qualifications of field supervisory staff anticipated as part of this Proposal. The qualifications of the key personnel are a significant consideration for review of this section.

(p) Demonstrated Commitment to Accreditation by C.A.A.S.

In order to receive points in this evaluation category, Bidder shall demonstrate a commitment to becoming accredited by the Commission on Accreditation of Ambulance Services (C.A.A.S.). Any Bidder that is already accredited by C.A.A.S. will receive the maximum points in this category. If no Bidders are accredited by C.A.A.S. prior to submitting a Proposal, then any Bidder that has applied for accreditation prior to submitting a Proposal to this RFP will receive the maximum points. In order to receive any points in this category, the Bidder must commit to being accredited within three years of being awarded an EOA pursuant to a written requirement in the Contract. For information on C.A.A.S., visit their web site at: www.caas.org.

(q) Exceptions Taken to Agency's Contract Requirements

The proposed Contract is provided in Attachment IV of this RFP. In this section, Bidder shall either stipulate that no exceptions are taken to the proposed Contract requirements, or list and thoroughly describe and defend each exception taken and include with any proposed alternate language suggested by the Bidder. Bidders are generally required to propose meeting at least the minimum standards set forth in this RFP. However, Bidders may propose an alternative standard if there is need to consider special circumstances. The Agency reserves the right to make further refinements to the Contract. If exceptions are not noted, the Agency will assume that the Bidder's Proposal meets those requirements as specified herein. All proposed alternate language suggested by the successful Bidder(s) shall be negotiated with the Agency prior to execution of the final Contract.

(r) Performance Security Method

Bidder shall describe in detail its intended method of satisfying the performance security requirements as identified in Section 5 of the RFP.

(s) Additional Forms

Forms A, B (1 and 2) and C (1 and 2) included in this Request for Proposal, shall be completed and included in this section for each corporation and all of its d/b/a's.

(t) Appendices

SECTION 7

INSTRUCTIONS FOR SUBMITTING PROPOSAL

7.1 SUMMARY OF REQUIREMENTS TO ENSURE PROPER SUBMISSION OF PROPOSAL DOCUMENT

- 7.1.1 Ensure format of the document meets the requirements set forth in this RFP.
- 7.1.2 Ensure that all required sections have been completed as required and tabbed for easy access to each major section.
- 7.1.3 Proposals that include multiple bids:
 - 7.1.3.1 Ensure that each proposal that includes separate bids for multiple Ambulance Zones or multiple combinations of Ambulance Zones are correctly submitted. For each additional bid, only submit additional responses to the following proposal sections listed in Section 6.2: (d 20), (e), (g), (k), (m), and (o).
 - 7.1.3.2 The separate bid sections must be clearly marked to denote the Ambulance Zone(s) to which they refer.
- 7.1.4 Ensure that Proposal contains payment of the Proposal Submission Fee required by the Proposal in Section 3.11. Make payable to the Mountain-Valley EMS Agency.
- 7.1.5 If Section 2.18.2.3 applies, submit written documentation that describes the precise nature of the legal relationship of the partners, shareholders or constituent governmental agencies, including an opinion letter from legal counsel, admitted to the California State Bar, confirming the legal validity and enforceability of the Agreement.
- 7.1.6 Bidder must submit one (1) set of original signature documents, and be signed in blue ink. Original copies must be marked as such.
- 7.1.7 Bidder must submit eight (8) copies of each Proposal.
- 7.1.8 Proposals must be received by the Agency by 4:00 PM on January 3, 2005 at 1101 Standiford, Ste D-1, Modesto, CA 95350.

SECTION 8

BASIS OF AWARD, SELECTION PROCESS AND EVALUATION CRITERIA

8.1. BASIS OF AWARD

Award will be made to the Bidder whose Proposal demonstrates the most responsive and advantageous Proposal to the County. The Agency shall not be obligated to accept the lowest cost Proposal, but will make an award in the best interests of Calaveras County after all factors have been evaluated.

The Agency reserves the right to reject any or all Proposals or any part thereof, to waive any informalities in the Proposal and minor irregularities, technical defect or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not be confined to cost alone. False, incomplete, or non-responsive statements in connection with the Proposal may be deemed sufficient cause for rejection. The Agency shall be the sole judge in making such determination.

The Agency reserves the right to cancel or discontinue with the Proposal process and reject any or all Proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and services; funding is no longer available for this Proposal; or it is otherwise in the Agency's best interest to cancel the Proposal process.

8.2. SELECTION OF PROPOSAL

Evaluation Committee

The Evaluation Committee consists of personnel selected by the Agency. This committee will be tasked with identifying whether Proposals have been responsive in all categories based upon a "Pass/Fail" standard. Evaluation Committee members shall determine whether key sections of the Proposals are complete and in the required format. All notes and written observations made by the Evaluation Committee shall be made available to the Proposal Review Committee. Proposals that do not meet the requirements of this RFP may be rejected during this initial evaluation process.

Proposal Review Committee

The Proposal Review Committee will consist of recognized EMS system experts selected by the Agency Board of Directors. The Proposal Review Committee will use the scoring described in Section 8.4, E, to evaluate the Proposals to select an apparent successful Bidder. The Proposal Review Committee will forward their recommendation to the Agency Board of Directors. The Proposal Review Committee will consider only those Proposals that have been considered responsive to the requirements in the RFP. Any Proposal that fails to meet the requirements of the RFP will be considered non-responsive and may be rejected.

Both the Evaluation Committee and Proposal Review Committee may contact and evaluate the Bidder's and any Subcontractor's references; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a Proposal; and seek and review any other information deemed pertinent to the evaluation process.

Conflict of Interest

All Evaluation Committee members and Proposal Review Committee members, and any other parties involved with the screening of Proposals shall be carefully screened by Agency for potential conflicts of interest. Each review participant shall be required to complete a disclosure statement on the issue of conflict of interest. Any identified potential source of conflict shall be evaluated by the Agency. Those potential review participants with a material conflict of interest, as determined by the Agency, will not be allowed to participate in the review process.

8.3. PROPOSAL REVIEW CRITERIA

The following section topics will be the basis for scoring and selecting a winning Bidder:

- a. Proposer's Credentials and Qualifications
- b. Compensation, Wage, and Benefit Package for Prehospital Personnel
- c. Commitment to Incumbent Prehospital Personnel
- d. Response-Time, Chute-Time, Posting Plan, and Unit Hour Commitments
- e. Level of Clinical Sophistication
- f. Quality, Quantity, Maintenance and Replacement of Equipment
- g. Commitment to First-Responder Program
- h. Patient Charge System Commitment
- i. Billing and Collection Program and Data Integration
- j. Cost and Revenue Forecasts/Budget/Fiscal Strength
- k. Continuous Quality Improvement Program
- l. On-Site Key Personnel
- m. Demonstrated Commitment to accreditation by C.A.A.S.

8.4 PROPOSAL REVIEW PROCESS

A. Review of Proposals

The Proposal Review Committee will review and discuss those Proposals that pass the initial screening process conducted by the Evaluation Committee. Each Proposal must provide specific information sufficient to demonstrate the level of credentials, scope of service, and financial capabilities for the franchise bid, to allow a complete screening and evaluation process.

Each member of the Proposal Review Committee shall complete an individual Proposal ranking sheet and rank each Proposal according to the individual reviewer's judgment as to the relative merit of competing Proposals.

Preliminary score sheets and notes of the Proposal Review Committee members will be kept confidential in the interest of encouraging frank communication between the members of the Committee. Site visits to the Bidder's offices, substations or Contract sites may be conducted by the Proposal Review Committee.

During its discussions, the Proposal Review Committee will not allow any public testimony or the introduction of any new materials or information. The Agency reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal.

The Proposal Review Committee shall make its recommendations to the Agency and Agency Board of Directors that may include the recommendation that any or all Proposals be rejected.

b. Scoring Process

Prior to the process that results in awarding points to Bidders in key categories, Bidders must meet minimum requirements based upon a pass/fail criteria. You will note that some of these minimums (Section 6.3) are included in the key categories that are also subject to the award of points. The following table lists the pass/fail minimum requirements as described herein:

Section	Pass/Fail Category Description
2.7.1	Ambulance Zone Minimum Requirements
2.8	Provider Internal Mutual Aid Standby Policy
2.12	Demonstrates Financial Capability for Five Year Minimum
2.16	Provides Internal Safety and Risk Program
2.17	Meets Training Requirements
6.3 (e)	Compensation
6.3 (f)	Incumbent Personnel
6.3 (g)	General and Specific Zone Minimums
6.3 (h)	Personnel Qualifications and Training
6.3 (i)	Equipment
6.3 (k)	Patient Charges
6.3 (l)	Billing System
6.3 (m)	Fiscal Strength
6.3 (o)	Onsite Key Personnel

Upon the successfully passing all minimum requirements in the above categories, and assuming that Bidder has not been disqualified for any of the reasons described in Section 4.5, the Proposal shall be subjected to the following review and scoring process.

Proposal submissions in regard to each scoring category shall be scored and re-scored by each Proposal Review Committee member following the steps listed below:

Step 1. Compare. Each member of the Committee shall individually compare Proposal submissions relating to a single category (e.g. Qualifications).

Step 2. Group Discussion by Committee.

Step 3. Identify the Stronger Submission and Assign Maximum Points. A comparative analysis of each Proposal will be conducted by the Proposal Review Committee. Each Proposal Review Committee member shall privately identify the stronger of the Proposal submissions in the specific category, and shall award to the Bidder submitting the superior offer the maximum points shown for that category. If, in the opinion of the individual reviewer, the top two or more Proposals do not differ significantly, the reviewer shall award the maximum number of points to each of those Proposals for that category. This process must be conducted for each Proposal to ensure that every model that has been submitted receives the benefit of comparative analysis. For example, a Bidder that submits Proposals for both the North and South Zones

separately, and as a combined North/South Zone Proposal, shall have their Proposals analyzed separately (e.g. the combined area Proposal will be measured against the individual area Proposals, as well as the Proposals submitted by other Bidders).

Step 4. Award Relative Points to Other Submissions. Having assigned the maximum possible points to the stronger submission(s), the individual reviewer shall then award points for other submissions in that same category, consistent with the reviewer's assessment of the relative strength of the competing submissions, on the specific category being evaluated.

Step 5. Repeat Process for all Criteria. The Proposal Review Committee, individually and together, shall then repeat Step 1 through 4 until scores have been assigned for all categories.

Step 6. Group Discussion by Committee. At this point, the Proposal Review Committee will discuss the various parts of the Proposal and the scores they have assigned and may reevaluate their scoring.

Step 7. Selection of Best Overall Combination of Bids. The Proposal Review Committee must determine whether any combination of separate zone Proposals is better than any combination of combined zone Proposals, and choose the best model for the county. Choosing the best model for the county will include an analysis to determine the best *overall* Proposal(s) for the county, (e.g. A Bidder that comes in 1st in Area A and 2nd in Area B may represent a combined best system for those two Areas, depending upon the ranking of the other Proposals). Therefore, following the initial ranking of the Proposals, a secondary ranking will take place to determine the best combination of bids to serve the needs of the county.

Step 8. Calculate the Average Scores for All Reviewers. When all committee members have completed the re-scoring, the Committee shall collect these scores, and shall calculate the average points awarded to each Proposal in each category to three decimal points, and calculate the respective totals. Copies of a summary of the final average scores will be made available to all Bidders upon request.

C. **Ranking and Weighing of Proposals**

It is the Agency's intent to select a Bidder based on the best balance of quality and price, experience, performance assurance, and integration with system needs. Bidders offering services with pricing which substantially varies from the market (as defined by the Medicare Fee Schedule or other area prevailing charges for either public or private providers of emergency ambulance services), without justification, will be considered as non-responsive.

Proposals will be ranked on the following criteria:

PROPOSAL SCORING TABLE

Element No.	Description of Scored Element	Points Awarded
1	Proposer's credentials and qualifications	50
2	Compensation, wage, and benefit package for prehospital personnel	40
3	Commitment to incumbent prehospital personnel	25
4	Response-time, Chute-time, Posting Plan, and Unit-hour commitments	60*
5	Level of clinical sophistication	50
6	Quality, Quantity, Maintenance and Replacement of Equipment	25 (5 bonus)**
7	Commitment to First Responder Program	25
8	Patient Charge System Commitment	25
9	Billing and collection program and data integration	20
10	Cost and Revenue Forecasts/Budget/Fiscal strength	40
11	Continuous Quality Improvement Program	35
12	On-site key personnel	25
13	Demonstrated commitment to accreditation by C.A.A.S.	15
	Total Points Possible	405 (5 bonus)*

* See reference in Section 2.7.1 and 6.3 (g) for maximum possible points for North Zone only.

** See reference in Sections 2.10 and 6.3 (i).

D. Recommendation to the Agency

After completing the scoring of the Proposals, the Proposal Review Committee shall discuss the Proposals, the scoring, and any other relevant considerations and shall make a written recommendation to the Agency Board of Directors as to the Proposal that should be accepted.

E. Deficient Proposal

Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the Bidder is deficient. It is in the Bidder's interest to submit a complete and accurate Proposal.

F. Exceptions Taken to Request for Proposal Requirements

Exceptions should be specifically identified and justified. A Bidder requiring clarification of the information or protesting any provision of the RFP must submit comments to the Agency. Bidders are advised that exceptions to the requirements may jeopardize their standings in the selection process. Bidders are encouraged to bid to the RFP specifications and make alternative bids (if necessary) to allow a fair comparison of bids and to protect against bid rejection.

G. Investigation

The Agency reserves the right to continue its investigation of Proposal after the Contract is awarded and throughout the term of the Contract. The furnishing of false or misleading information during the Proposal process may constitute a breach of Contract.

H. Authority for the Agency to Investigate and Verify Credentials and Qualifications

Bidders shall submit executed and notarized forms, including the "Investigative Authorization" forms, for the Bidder's organization and any Subcontractor providing services according to the Proposal.

I. Submission of Additional Information

Any Bidder may be asked to meet with the Proposal Review Committee to provide clarification and answer questions. Agency staff or its delegate may continue to undertake additional investigation during and after the Proposal review process, to verify claims made by the recommended Bidder during the Proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiries, or any other reasonable means of determining the accuracy and completeness of information supplied by the Bidder.

If the Bidder selected by the Board refuses or fails to accept the Agreement for Services within the time period approved by the Board, the Board, after receiving further recommendation from Agency Executive Director, may award the Contract to any of the remaining Bidders whose Proposal best serves the ambulance and dispatch needs of the County. Alternately, the Board may reject all the remaining Proposals.

J. Summary of Criteria for Rejection of Proposals

The Agency reserves the right to reject any and all Proposals based upon any of the following criteria:

- Failure to comply with directing all inquiries to the designated Agency staff person or designee as shown herein.
- Contact with any other Calaveras County or Agency personnel by the Bidder, relating to this RFP.
- Submission of a Proposal that contains false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder. If, in the opinion of the Agency, such information was intended to mislead the Agency in its evaluation of the Proposal, and the attribute, condition or capability is a requirement of this Proposal, it will be the basis for rejection of the Proposal.
- Failure to submit with their Proposal, a submission fee in the amount described in Section 3.11 and payable to the Mountain-Valley EMS Agency.
- Proof of collusion among Bidders, in which case all Proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- The Bidder's lack of responsibility and cooperation as shown by past work or services.
- The Bidder's being in arrears on existing Contracts with the Agency or having defaulted on previous Contracts.
- The Bidder's delivery of their Proposal after the deadline specified in the

Proposal.

- Incomplete information or missing documents as required in the Proposal.
- False, incomplete, or non-responsive statements in connection with the Proposal.

K. Disposition of Proposals

All materials which are submitted in response to the Request for Proposals will become the property of the Agency and may be returned only at the Agency's option and at the Bidder's expense. The original copy of each Proposal shall be retained for official files.

All materials submitted to the Agency may be subject to the State of California's Public Records Act.

SECTION 9

POST AWARD REQUIREMENTS AND PROCESS

9.1 REQUIRED PRE-CONTRACT BOND TO ENSURE EXECUTION OF AGREEMENT

Upon recommendation by the Agency and at the discretion of the Board, the recommended Bidder may be required to post a \$50,000 bond within 15 days after the notifying the Bidder of his or her recommendation to the Board. The purpose of the bond is to insure the negotiation in good faith of a completed Contract with the recommended Bidder. The bond will be returned to the recommended Bidder upon approval of the Agreement for Ambulance Service by the Agency Board of Directors.

9.2 NOTICE OF INTENT TO AWARD

A "Notice of Intent to Award" will be sent to all participating Bidders advising them of the date that the Agency Board of Directors will hear and consider action on the recommendation of the Evaluation Committee. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail or facsimile no later than ten (10) working days prior to the scheduled Agency Board of Directors' meeting acting upon said "Intent to Award."

9.3 NEWS RELEASES

News releases by the Bidder pertaining to the award resulting from this Proposal shall not be made without prior written approval of the Agency.

9.4 DEBRIEFING

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's Proposal. The request must be in writing within three (3) working days following Agency's release of "Notice of Intent to Award." The request for debriefing must be dated and signed by the Bidder's Duly Appointed Officer, and be received by the Agency at 1101 Standiford Ave, Ste. D-1, Modesto, CA 95350. Agency shall release the "Notice of Intent to Award" by either postal mail or facsimile.

Each Bidder requesting a debriefing will be allotted a maximum of one hour for any debriefing conference. The information provided by the Agency will be based on the factors leading to the recommendation and selection of the apparent successful Bidder. The debriefing may be held, at the discretion of the Agency, by telephone conference call. The debriefing is not the forum to challenge the Proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting unsuccessful Bidders is the only means of receiving information about the factors that led to the award of the apparent successful Bidder, and must be undertaken as a first step if the unsuccessful Bidder wishes to consider filing a protest.

9.5 PROTEST

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the Agency after undergoing the debriefing process described herein above. Only non-successful Bidders may protest (as opposed to other interested parties).

Should an unsuccessful Bidder request a debriefing to review the information leading to the recommendation of the apparent successful Bidder, and believes it's Proposal to be the most responsive to the Agency's Proposal and that the Agency has incorrectly selected another Bidder for award, the appealing Bidder may submit a "Letter of Intent to Protest" of the selection as described below:

A "Letter of Intent to Protest" must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

A "Letter of Intent to Protest" to Agency's Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

Executive Director
Mountain-Valley EMS Agency
1101 Standiford Ave Ste. D-1
Modesto, California 95350

The Agency's Executive Director must receive all such written protests of the Agency's intended award decision, no later than (7) working days following the debriefing conducted by Agency with the unsuccessful Bidder.

9.6 PROTEST PROCEDURES

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth herein. By submitting a "Letter of Intent to Protest," the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the Agency or County.

Upon receipt of the formal "Letter of Intent to Protest," the Agency Executive Director, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to appeal to the Agency Board of Directors. Such a request for an appeal must be made in writing to the Agency Board of Directors no later than March 23, 2005. A "Letter of Appeal" must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

Mountain-Valley EMS Agency Board of Directors
Mountain-Valley EMS Agency
1101 Standiford Ave Ste. D-1
Modesto, California 95350

The decision of the Agency Board of Directors constitutes the final step of the Bidder's administrative remedy. A protest shall be disallowed when, in the judgment of the Agency Executive Director, or his/her designee, or Agency Board of Directors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Agency, the protest will be disallowed.

SIGNATURE SHEETS

FORM A - AFFIRMATION STATEMENT FORM

In submitting this Proposal/offer, _____ hereafter referred to as "Bidder," hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP). Further, Contractor certifies the completeness and accuracy of all information contained in Contractor's response to the RFP and supplied to Agency during the Proposal process.

Contractor's Proposal constitutes a firm and binding offer by Contractor to perform the services as stated, including the terms of the proposed Contract (unless otherwise excepted). Contractor further affirms that Contractor will meet or exceed Proposal specifications unless exceptions have been specifically noted in the Proposal.

Date

Proposing Organization

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ACKNOWLEDGMENT

On this ____ day of _____, 2004, before me, the undersigned, a Notary Public in and for the County of _____ and State of _____, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

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

Notary Public

Notary Public Seal
Commission Expiration Date

FORM B¹ - INVESTIGATIVE AUTHORIZATION - INDIVIDUAL

The undersigned, being _____ (title) for _____ (entity), which is a prospective Contractor to provide advanced ambulance service to Calaveras County recognizes that public health and safety requires assurance of safe, reliable, and cost efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by the Mountain-Valley EMS Agency, Calaveras County or its agents, such as, but not limited to, the character, reputation, competence of the entity'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 Mountain-Valley EMS Agency, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Date _____ Individual Name _____

ACKNOWLEDGMENT

On this ____ day of _____ 2004, before me, the undersigned, a Notary Public in the County of _____ and State of _____, personally appears _____ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

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

Notary Public

Notary Public Seal
Commission Expiration Date

FORM B² - INVESTIGATIVE AUTHORIZATION - ENTITY

The undersigned entity, a prospective Contractor to provide advanced life support ambulance service for Calaveras County recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by the Mountain-Valley EMS Agency, or its agents. The entity specifically agrees that the Mountain-Valley EMS Agency or its agents may conduct an investigation for the purpose into, but not limited to the following matters:

1. The financial stability of the entity, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the entity has rendered service, or any other aspect of the entity operations or its structure, ownership, or key personnel which might reasonably be expected to influence the Mountain Valley EMS Agency's selection decision.
2. The entity's current business practices, including employee compensation and benefits arrangements, pricing practices, billings 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 entity toward the entity's services and general business practices, including patients or families of patients served by the entity, physicians or other health care professionals knowledgeable of the entity's past work, as well as other units of local government with which the entity has dealt in the past.
4. Other business in which entity owners and/or other key personnel in the entity currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the entity in connection with such evaluation.

This authorization shall expire six (6) months from the date of the signature.

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

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

FORM B²- continued - (INVESTIGATIVE AUTHORIZATION - ENTITY)

ACKNOWLEDGMENT

On this ____ day of _____, 2004, before me appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and year last above written.

Notary Public

Notary Public Seal
Commission Expiration Date

FORM C (1) - REQUEST FOR VERIFICATION OF DEPOSIT

The undersigned entity, a prospective Contractor to provide advanced life support ambulance service for Calaveras County Exclusive Area(s) recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of entity's operations determined relevant by the Agency, or its agents. The entity specifically agrees that the Agency or its agent may conduct an investigation for the purpose of evaluating the financial stability of the entity. This authorization expires six (6) months from signature date.

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

Date

Entity Name

Authorized Representative (Signature)

Authorized Representative (Printed)

Title (Printed)

ACKNOWLEDGMENT

On this ____ day of _____, 2004, before me appeared _____
_____ to me personally known, who being by me duly sworn, did say that he/she
is the _____ of _____ and that said instrument was signed in
behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to
be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and
year lest above written.

Notary Public

Notary Public Seal
Commission Expiration Date

Form C(2)

Request for Verification of Deposit

Please complete the following information. The confidentiality of the information you have furnished will be preserved except where disclosure of this information is required by applicable law. This form is to be transmitted directly to Mountain-Valley EMS Agency and is not to be transmitted through the applicant or any other party.

Company Name: _____

To be completed by Depository

Deposit Accounts of Applicant(s)						
Type of Account	Account Number	Current Balance	Average Balance for previous two (2) months		Date Opened	
		\$				
		\$				
		\$				
		\$				
		\$				

Bank Card Accounts of Applicant(s)				
Type of Bank Card	Account Number	Current Balance	Monthly Average	Expiration Date
		\$	\$	
		\$	\$	

Loans Outstanding to Applicant(s)							
Loan Number	Date of Loan	Original Amount	Current Balance	Installments:		Secured by:	No. of Late Payments
				\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		
		\$	\$	\$	per		

Please include any additional information which may be of assistance in determining credit worthiness.
Please include information on loans paid-in-full in section above.

ATTACHMENT I

OVERVIEW OF CALAVERAS COUNTY

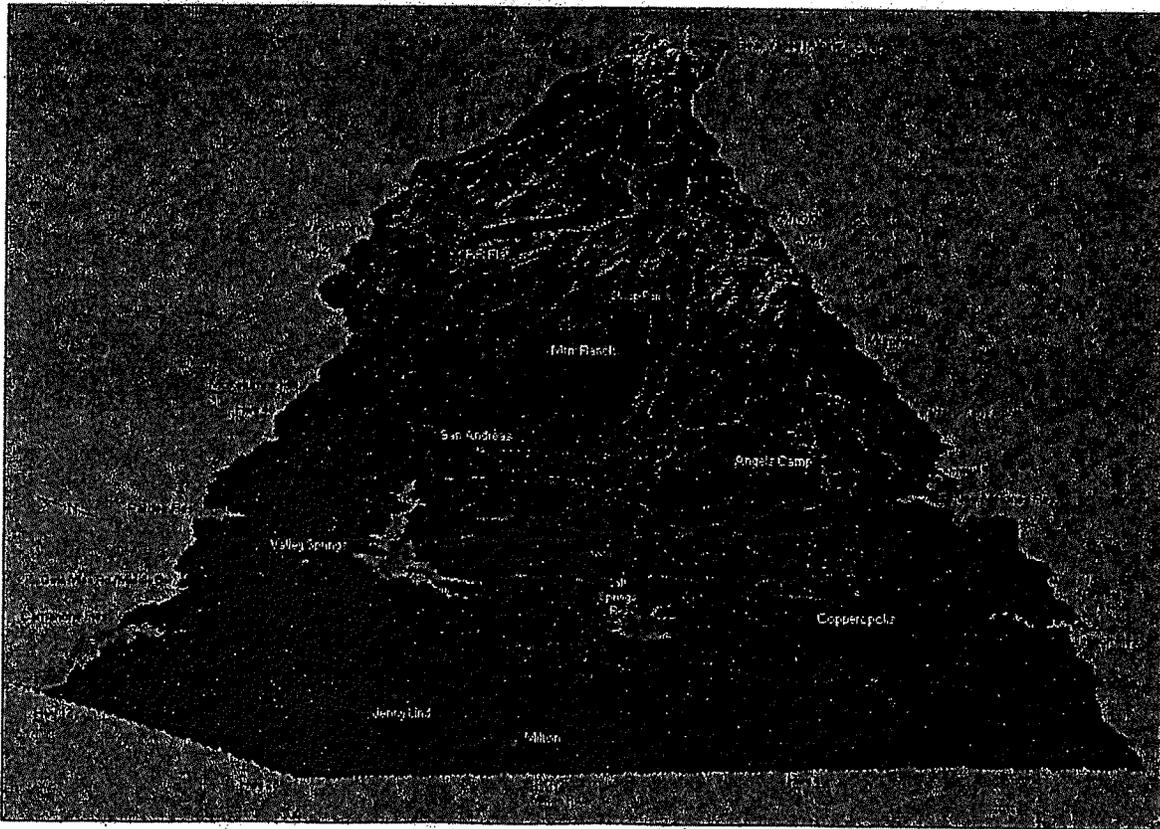


Calaveras County is located in Central California along the western slope of the Sierra Nevada Mountain Range. The County's boundaries are the Mokelumne River on the north and the Stanislaus River on the south. The County's eastern boundary abuts Alpine County and the western boundary adjoins San Joaquin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

Total land area of the County is 657,920 acres or 1,041 square miles of land. 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 Calaveras 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 boundary. Deep ravines and steep ridges are found between the foothills and the higher mountains.



Climate

Calaveras County's climate lies in a transitional zone between the Sierra Nevada 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 Washo 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 rapid growth of subdivisions, including 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, including schools. The scenic and recreational attributes of Calaveras 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 generally rural character of the County attract visitors as well as new residents. Proximity to the Mt. Reba Ski Area, just across the Alpine County line, provides excellent winter sport opportunities.

The forested areas of Calaveras County represent another valuable segment of the area's economy. The timber industry has shown a fairly 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 Calaveras 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.

Calaveras County Population Growth

Demographic Profile

The July 2003 population estimates from the Census Bureau indicated a population of 44,533. The California Department of Finance projects a population of 53,989 by 2010. Angel's Camp, the County's only incorporated City, had an estimated 2003 population of 3,350.

Figure 1 (at right) depicts the population growth for Calaveras County for the previous 40 years, with a projection from the California Department of Finance for the years from 2010 to 2020.

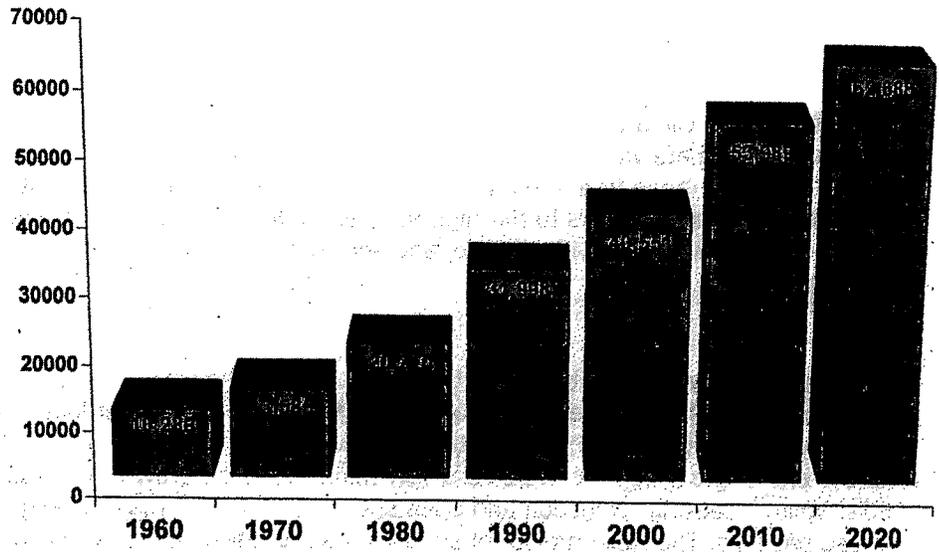


FIGURE 1

Figure 2 at right, shows the population Totals in each Tract and Block Group From the 2000 Census.

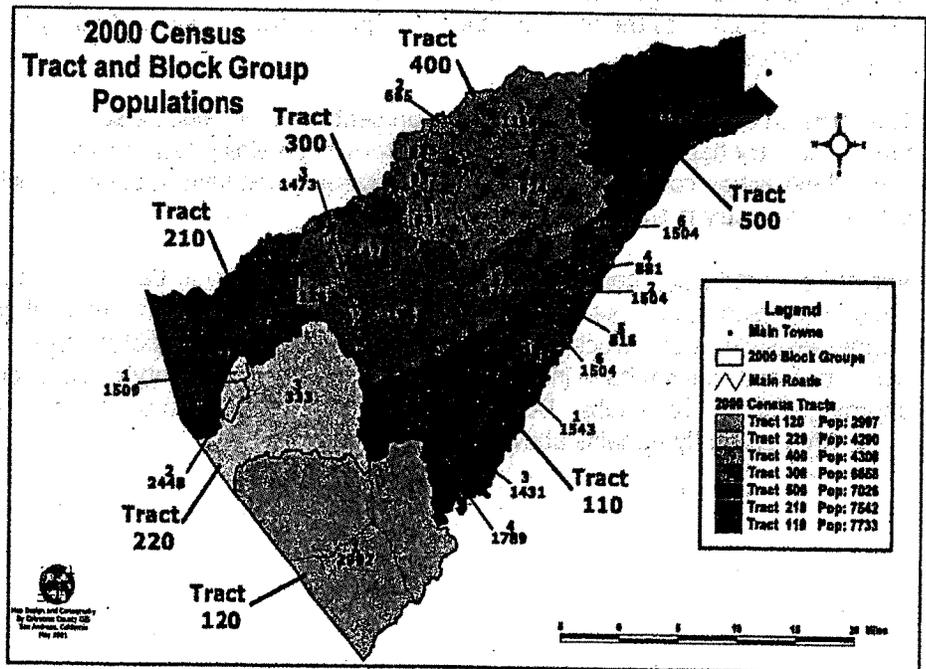


FIGURE 2

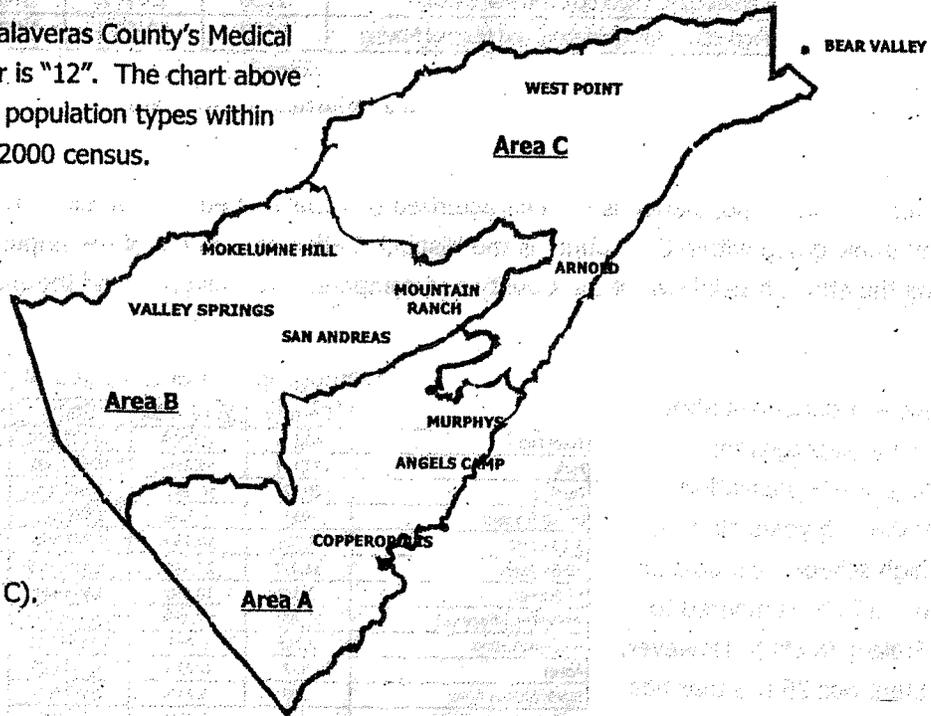
California Frontier and Rural* Demographics
2000 U.S. Census Totals by County, Medical Service Study Area (MSSA), and Region

Calaveras County 2000 Demographics by MSSA			Population Demographics																	
Regions Central			Race/Ethnicity							Total Population	Total Civilian Population	Age Distribution				Poverty Level		Population per Sq. Mile	Area in Square Miles	
Designation	MSSA No.	MSSA Name	White	Black	Native Amer./Altkmo	Asian	Hawaiian/Pacific Is.	Hispanic	Other			Multi-Race	0-4	5-17	18-54	65+	100% Poverty Level			200% Poverty Level
Rural	12	Angels Camp, Arnold, Copperopolis, Mountain Ranch, Murphys, San Andreas, Valley Springs, West Point	8112	017	10	0.3	0.1	6.0	2.1	3.5	40554	40121	4.4	18.4	56	18.2	11.6	25.4	38.5	1041.3
Rural/Frontier Totals			8112	017	10	0.3	0.1	6.0	2.1	3.5	40554	40121	4.4	18.4	56	18.2	11.6	25.4	38.5	1041.3

*The definition of "Rural" is a Medical Service Study Area (MSSA) with a population density of 250 persons or less per square mile and have no incorporated area greater than 50,000 persons. The definition of "Frontier" is a MSSA with a population density equal or less than 11 persons per square mile.

Source: OS-FD, Health Workforce and Community Development, Calaveras Rural Health Policy Council, Updated 1/04

As indicated by the chart above, Calaveras County's Medical Service Study Area (MSSA) number is "12". The chart above provides a snapshot of the various population types within the entire county based upon the 2000 census.



The map (at right) shows the division of MSSA 12 into three areas.

The chart below provides additional demographic data based upon these areas (A, B, and C).

MSSA No. 12	Total Pop	65+ Pop	% of Pop 65+	100% Poverty Pop	% of Pop 100% Poverty	200% Poverty Pop	% Pop 200% Poverty	White	% White	Black	% Black	Hispanic	% Hispanic	Youth Ratio	Elderly Ratio	Area Sq. Mile	Pop Density Per Sq. Mile
Area A	10730	2082	19.4%	1255	11.7%	3072	28.63%	9850	91.8%	100	.93%	714	6.65%	.387	.334	293	36.614
Area B	18490	2912	15.75%	1916	10.36%	5485	29.66%	16598	89.76%	168	.91%	1552	8.39%	.422	.266	382	48.46
Area C	11334	2379	20.99%	1533	13.53%	3382	29.84%	10535	92.95%	36	.32%	499	4.4%	.328	.353	362	31.29

The employment figures provided by California Department of Finance below show a snapshot comparison of the amount and types of employment in Calaveras County compared to the State of California.

Employment at a Glance

	County	% of Total	State	% of Total
Civilian labor force, 2000	17,555	100.00%	15,829,202	100.00%
Civilian employment	16,202	92.29%	14,718,928	92.99%
Unemployment	1,353	7.71%	1,110,274	7.01%
Unemployment rate			7.00%	
Management, professional	2,200	12.53%	5,295,069	33.45%
Service Occupations	2,949	16.80%	2,173,874	13.73%
Sales and Office Occupations	3,879	22.10%	3,939,383	24.89%
Farming, Fishing, and Forestry	116	0.66%	196,695	1.24%
Construction, Extraction, and Maintenance	2,356	13.42%	1,239,160	7.83%
Production, Transportation, and Material Moving	1,867	10.64%	1,874,747	11.84%

Figure 3

Source: California Department of Finance, 2000

Calaveras 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 (7% of the population). The following table shows the ethnic breakdown of the County and compares it to California and the nation.

Demographic Percentages at a Glance

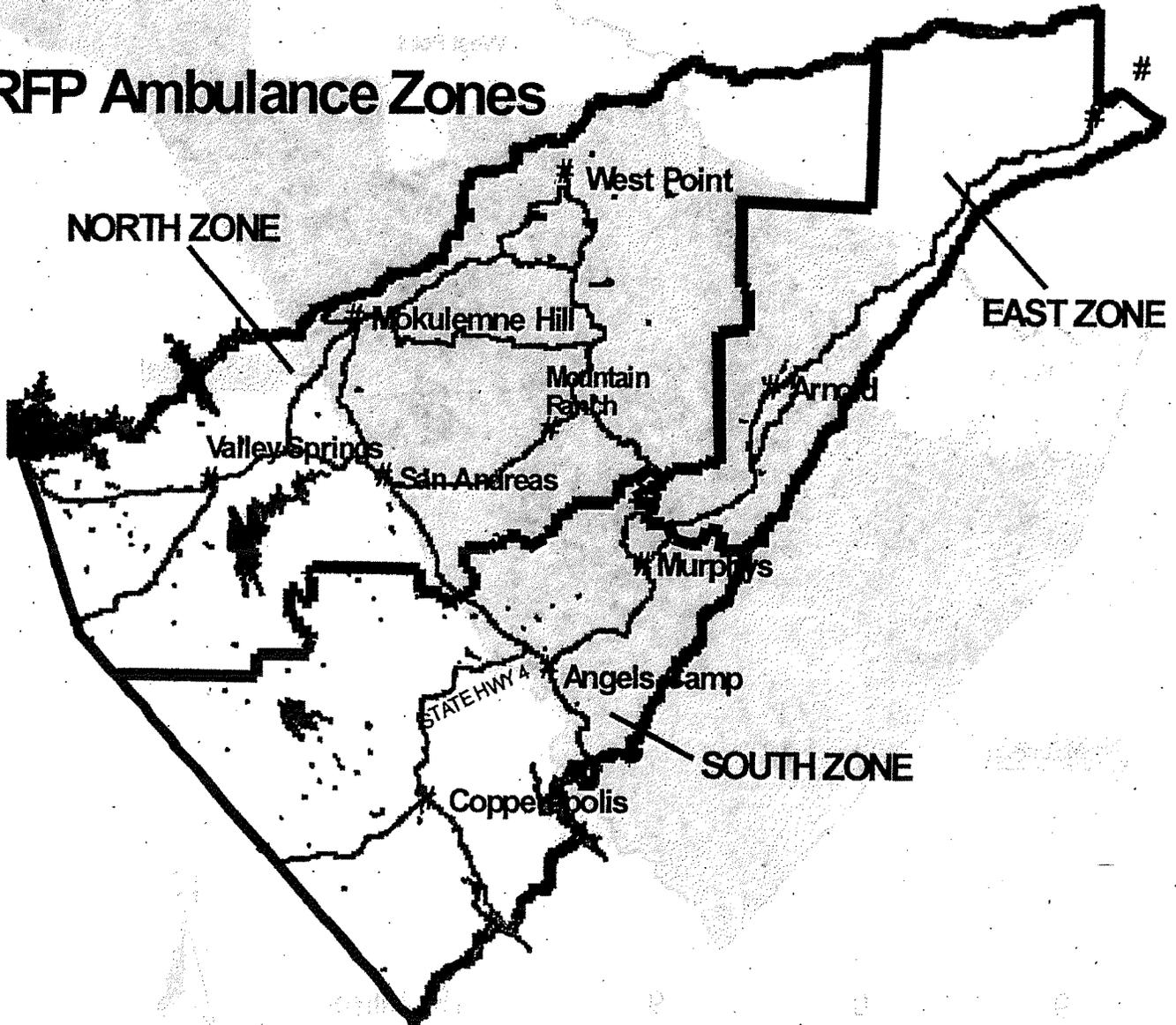
Calaveras County has above statewide averages for percent of the population older than 25 years old that are high school graduates or higher (85.7% compared to the State's 76.8%). However, the State has 26.6% that has graduated with a bachelor's degree or higher, compared to 17.1% for Calaveras County.

	County	% of Total	State	% of Total	Nation	% of Total
Total Pop.	40,544	100.00%	33,871,648	100.00%	281,431,936	100.00%
Male	20,122	49.63%	16,874,892	49.82%	136,089,566	49.06%
Female	20,432	50.39%	16,996,756	50.18%	145,342,370	50.94%
Under 5 years	934	2.30%	2,486,981	7.34%	19,767,790	6.81%
5-19 years	4,364	10.76%	7,747,590	22.87%	61,797,366	21.78%
20-64 years	11,277	27.81%	20,041,419	59.17%	165,997,886	58.97%
65 & over	7,373	18.19%	3,595,658	10.62%	30,957,690	12.43%
White (non-hispanic)	35,466	87.48%	15,816,790	46.70%	194,552,722	69.13%
Hispanic/Latino	2,765	6.82%	10,966,556	32.38%	85,405,678	30.38%
Asian	322	0.79%	4,153,685	12.27%	30,898,026	10.98%
Black/African Amer.	300	0.74%	2,513,041	7.42%	26,415,924	9.39%
Hawaiian/Pac. Islander	36	0.09%	221,458	0.65%	826,454	0.29%
Native Amer. or Alaska native	607	1.50%	627,562	1.85%	4,119,301	1.46%

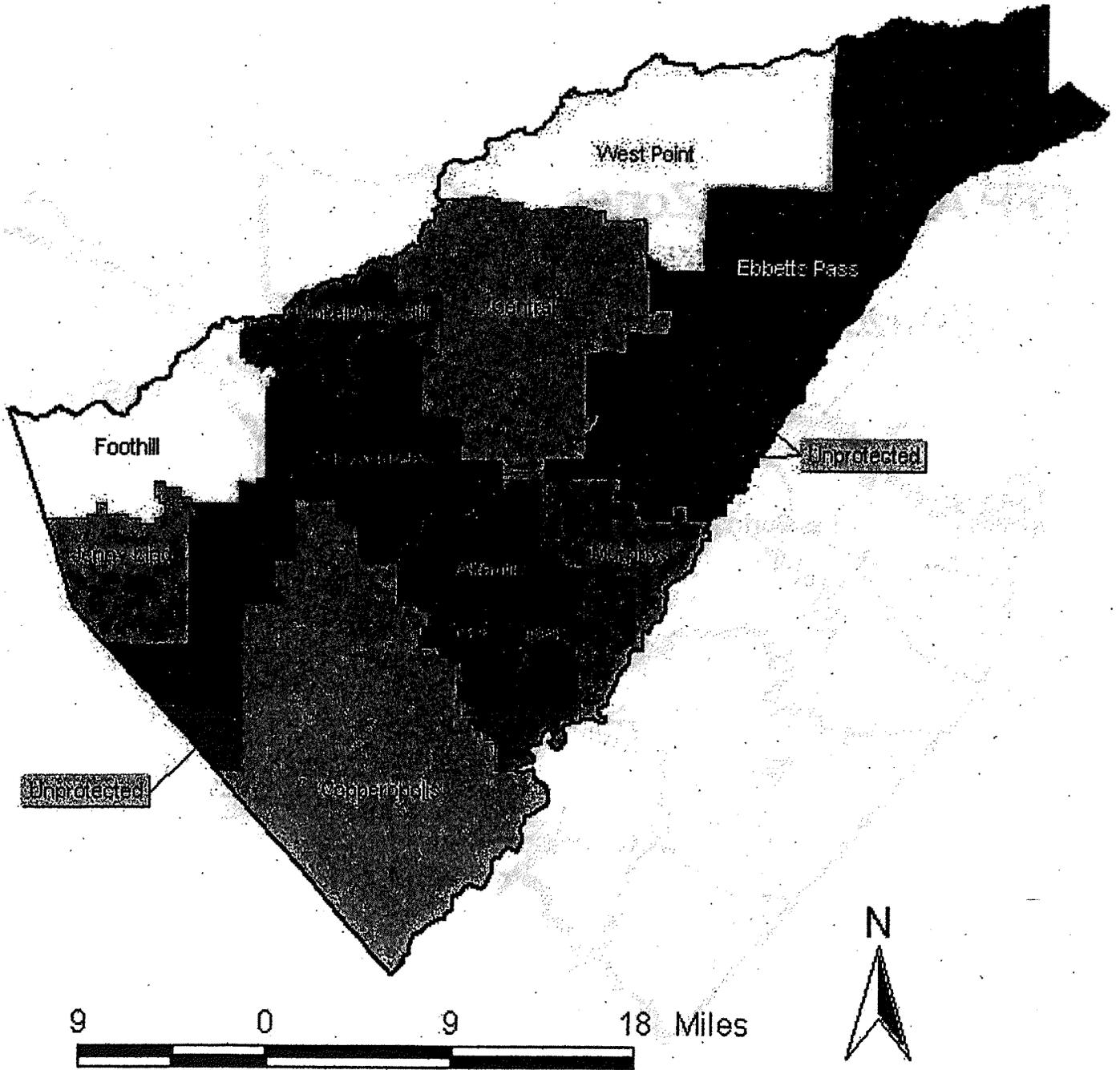
Figure 2

Source: US Census 2000

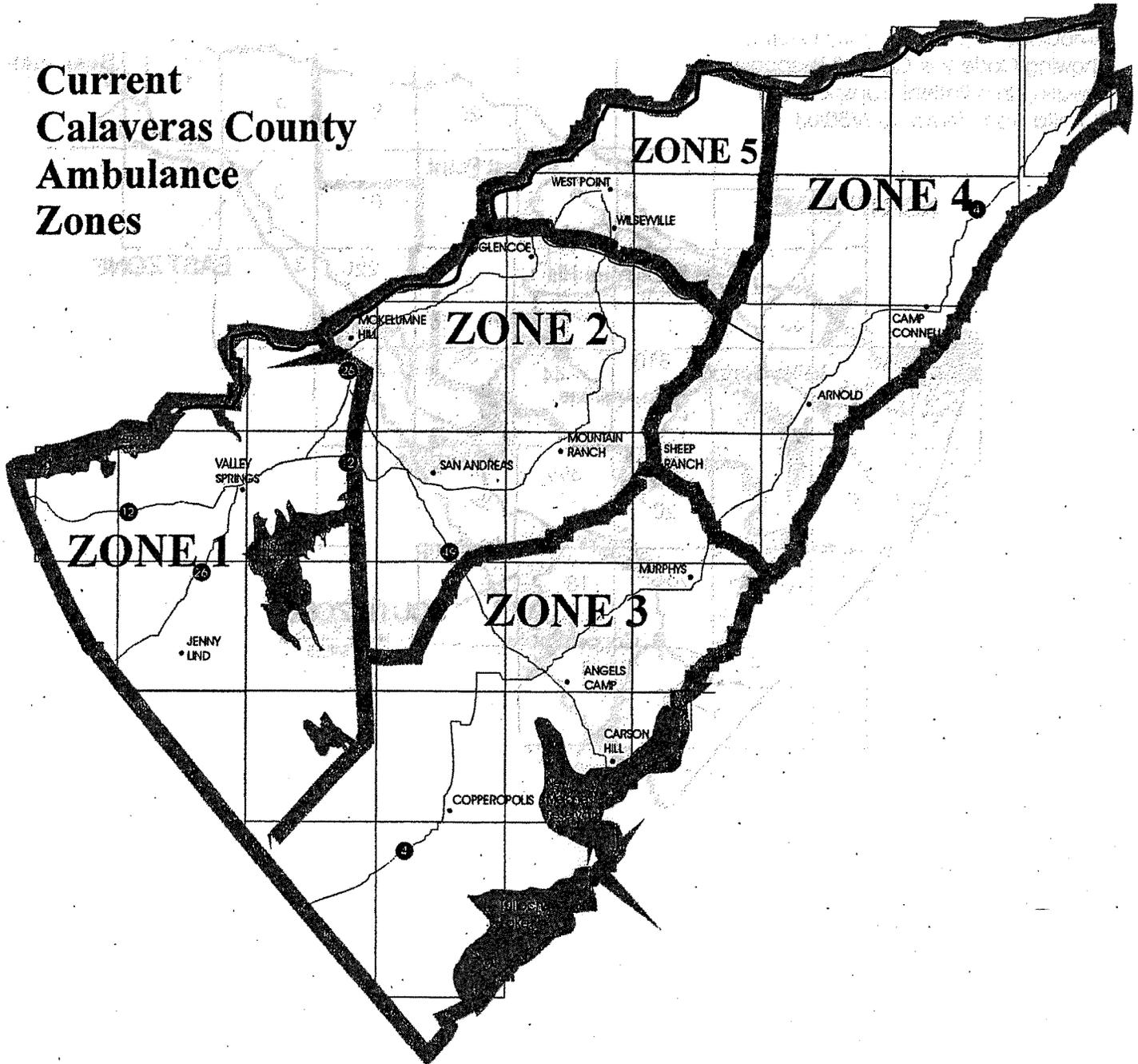
RFP Ambulance Zones



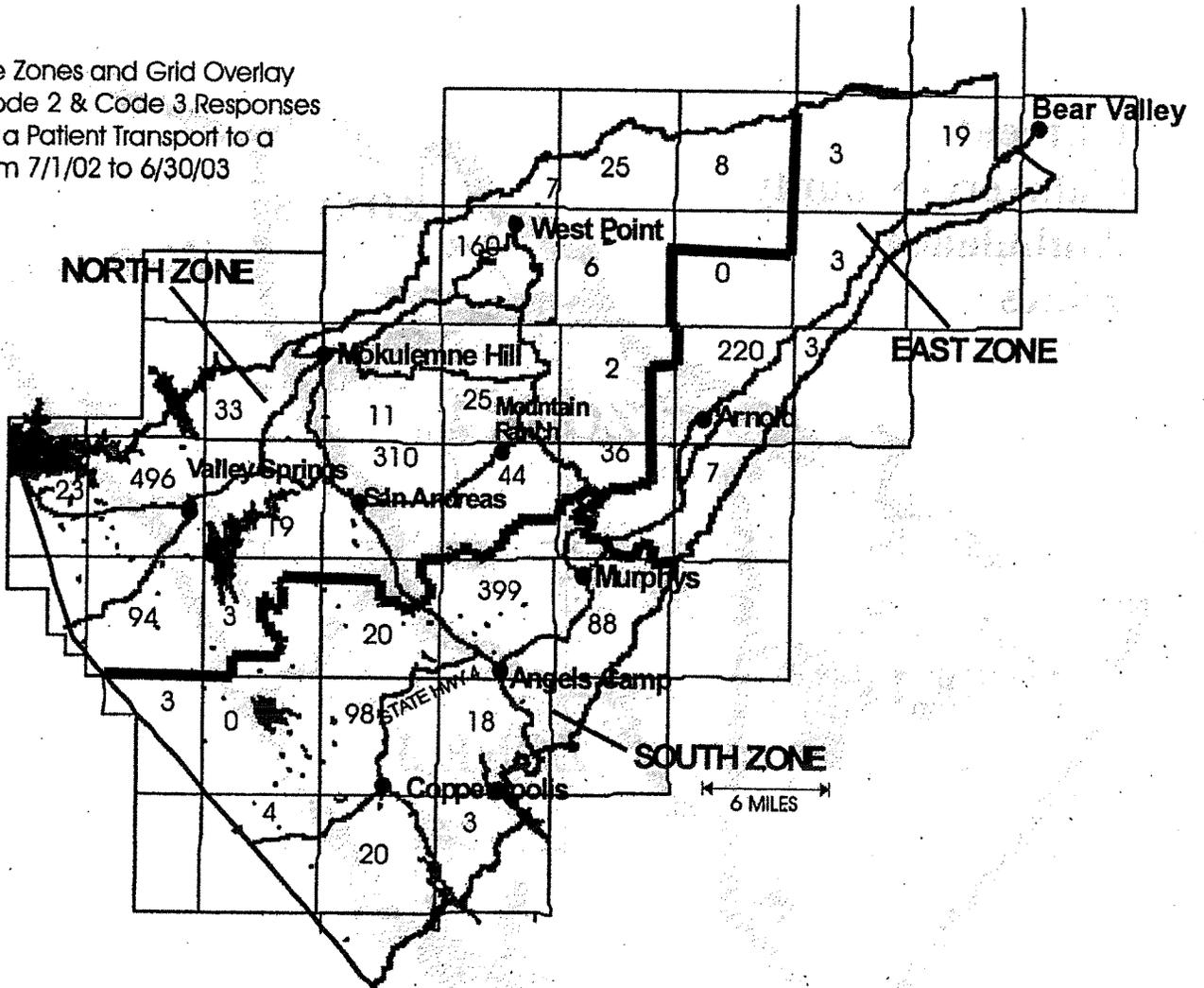
CALAVERAS FIRE DISTRICTS 2000/2001



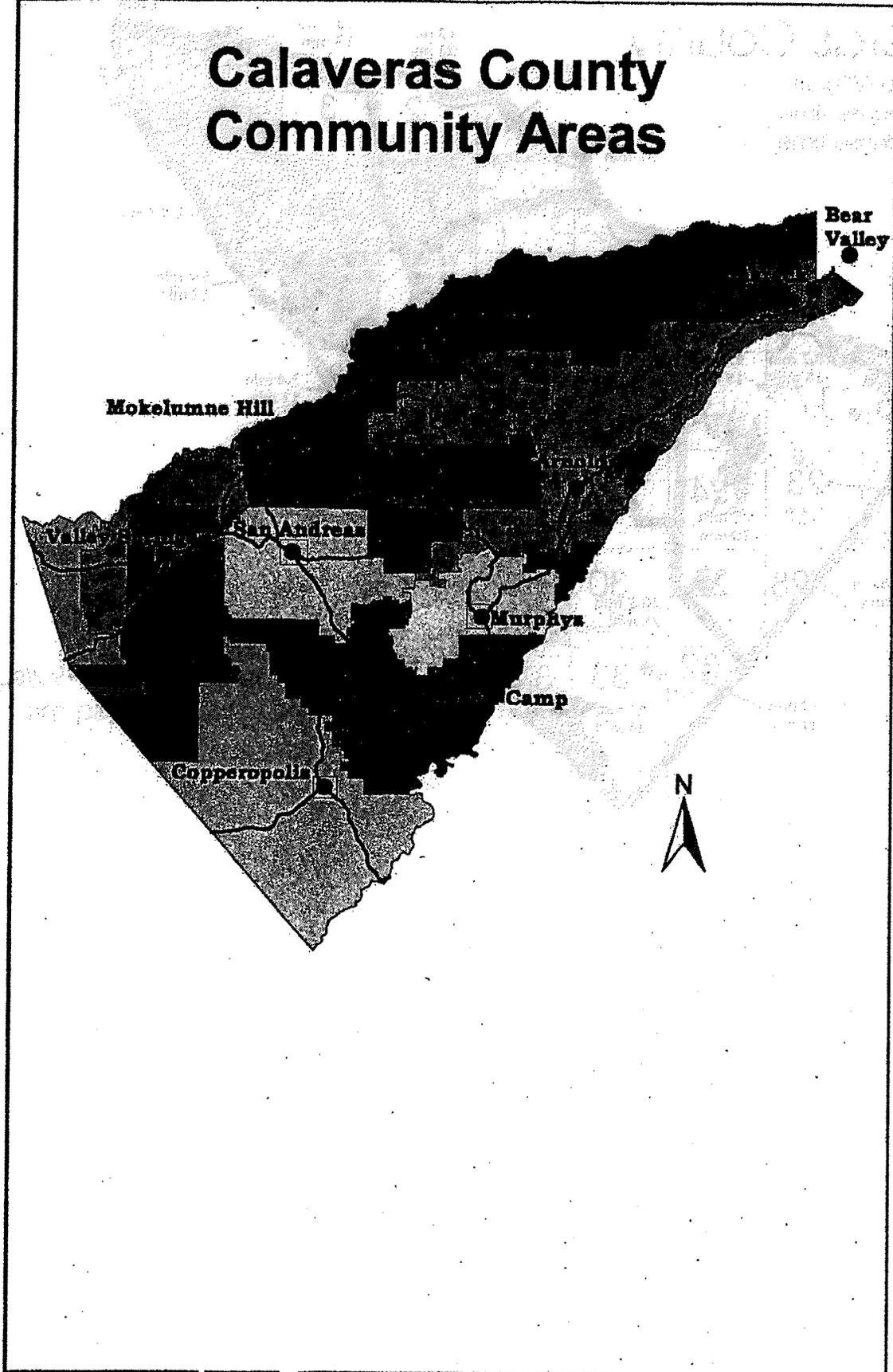
Current Calaveras County Ambulance Zones



Ambulance Zones and Grid Overlay
 Showing Code 2 & Code 3 Responses
 Resulting in a Patient Transport to a
 Hospital from 7/1/02 to 6/30/03

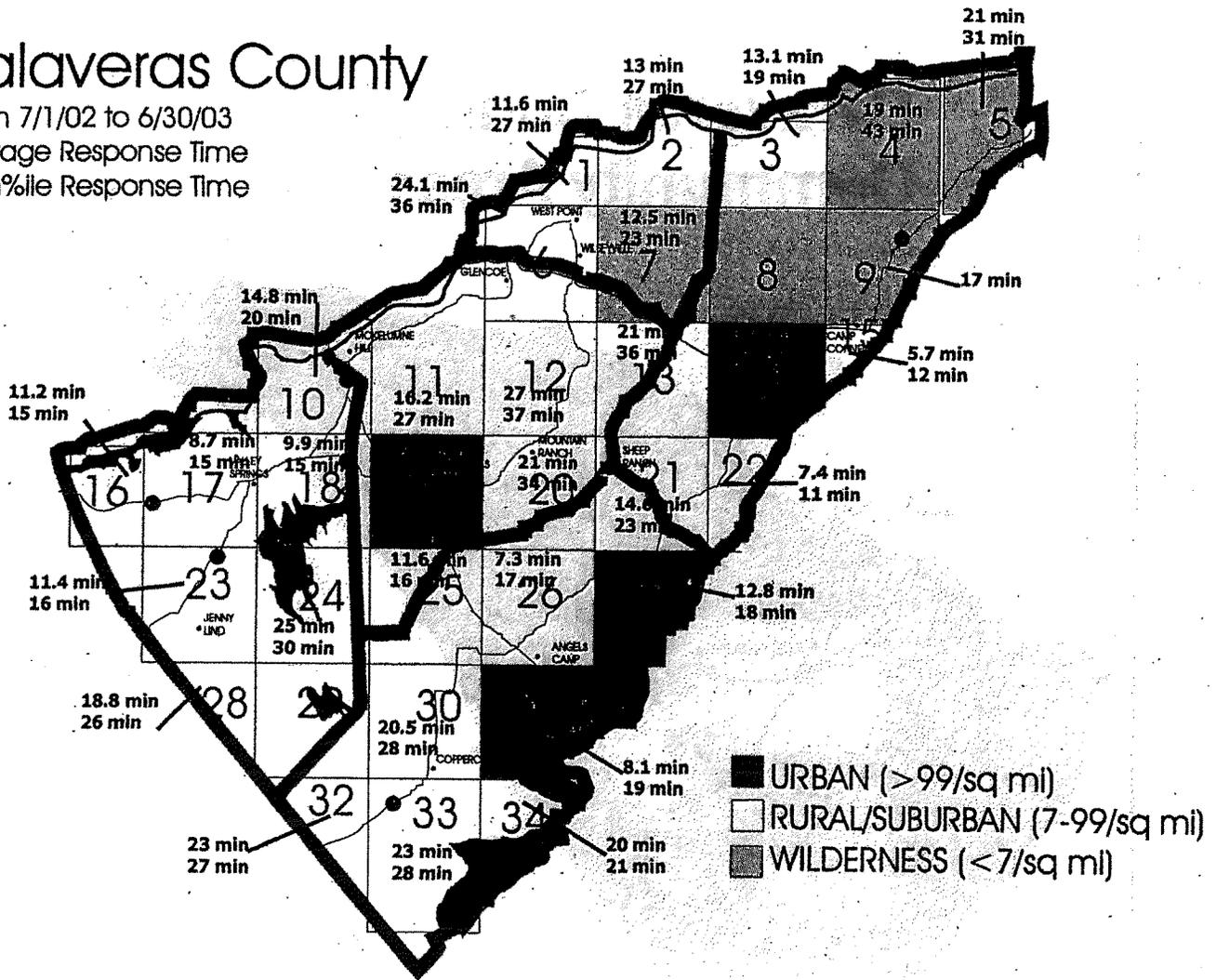


Calaveras County Community Areas



Calaveras County

From 7/1/02 to 6/30/03
 Average Response Time
 90th%ile Response Time



ATTACHMENT II

EMS DEFINITIONS

The following terms and abbreviations are utilized throughout the RFP.

Advanced Life Support - ALS - Special services designed to provide definitive prehospital 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.

Ambulance - "Ambulance" means a vehicle specially constructed, modified or equipped and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons. [CA Title 13, section 1100.2] The term 'ambulance' does not apply to the non-emergency transportation of persons confined to wheelchairs, but does apply to vehicles utilized for the non-emergency transportation of persons confined to gurneys.

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

Advanced Life Support (ALS) Ambulance - An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT-1 and one EMT-P.

Average Response Time - A response time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

Ambulance Service - The activity, business or service, for hire, profit, or otherwise, of transporting one or more persons by ambulance on, or in any of the streets, roads, highways, alleys, or any public way or place in Calaveras County, including the provision of emergency or non-emergency, ALS or BLS services, and interfacility transfer services.

Basic Life Support (BLS) - Emergency first-aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available. [H&S Code 1797.60]

Basic Life Support Unit (BLS Unit) - An ambulance especially equipped to provide basic life support services, staffed by at least two EMT-1s.

Base Hospital - A hospital approved and designated by the Agency to provide immediate medical direction and supervision of ALS personnel in accordance with policies and procedures of the Agency.

Chute 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.

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

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

Commission on the Accreditation of Ambulance Services (C.A.A.S.) - An organization established to encourage and promote quality patient care in America's medical transportation system. Based initially on the efforts of the American Ambulance Association, the independent Commission established a comprehensive series of standards for the ambulance service industry. Accreditation by this agency signifies that an ambulance service has met the "gold standard" determined by the

ambulance industry to be essential in a modern emergency medical services provider. The accreditation process includes a comprehensive self-assessment and an independent outside review of the EMS organization. All ambulance services are eligible for the three-year accreditation including private, public, fire department and hospital-based.

Computer-Aided Dispatch or CAD - Computer-Aided Dispatch system consisting of 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.

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.

Emergency/Emergency Call - A condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by public safety personnel or emergency medical personnel at the scene of an emergency, or dispatch personnel at an authorized EMS dispatch center. This includes ambulance requests (other than from an acute care facility) wherein the ambulance is requested for a condition that requires an immediate ambulance response.

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.

Emergency Medical Dispatch (EMD) - The nationally recognized system of prompt and accurate processing of calls for emergency medical assistance through the use of a written or automated medical dispatch protocol. This system includes call screening, call and resource priority, and pre-arrival instruction.

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

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

Emergency Medical Technician - I - or EMT - I - An individual who has been certified by the EMT-1 certifying authority and trained in all facets of basic life support to perform the scope of practice described in Title 22 of the California Code of Regulations, Chapter 2, Article 2, Section 100063.

Emergency Medical Technician - Paramedic - or EMT-P - a licensed individual whose scope of practice to provide advanced life support is according to standards prescribed in Title 22 of the California Code of Regulations, Division 9, Chapter 4.

First Responder - An agency with equipment and staff capable of providing appropriate first responder prehospital care (e.g. fire department, police, or non-transporting EMS response unit).

Grids - Response measurement areas used to collect data on response time compliance based upon the twenty-six community areas and ten towns shown in the map on page 13 and in the Exhibits Section.

Material Breach - Material Breach of the Contract shall be defined as failure to comply with specific sections of the Contract as defined therein, following written notification to Contractor by Agency and failure to correct such Material Breach within the time period specified in the Contract. Material Breach may also be instances of Contractor's failure to comply with the Contract in ways that threaten the health and safety of the public as determined by either the Agency Medical Director, or by Agency Board of Directors following completion of the hearing. Such a finding shall result in suspension or termination of the Contract.

Mutual Aid - shall refer to: 1) responses into a 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 another ground transport provider.

Medical Director - shall mean the EMS Agency Medical Director, Contracted to oversee the medical control and quality improvement programs of the EMS System.

Medical Mutual Aid - OES Region IV medical mutual aid system coordinated by the Agency and Calaveras County OES.

Post – A designated location for ambulance placement within the Posting 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.

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 – The Committee comprised of experts in the field of EMS that are tasked with reviewing, scoring and ranking Proposals submitted by Bidders

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.

Response Compliance Period – The time period defined as any complete month, or accumulation of complete months in which the total number of Code Three calls within an Urban, or Suburban/Rural area, equals or exceeds 500 Code Three calls

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.

Revenue – Increases to equity from any source. Ambulance sales are usually reported as gross (billed) revenue amounts or in net terms that reflect adjustments for write-offs.

Standby Service - The dispatch of an emergency ambulance unit(s) by County Dispatch or other PSAP authorized by the County at the specific request of a public safety agency to a position of immediate availability.

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 – 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.

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

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

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

Attachment III - Key Contacts

Calaveras County Key Contacts List

Organization	Contact	Address	City	State	Zip	Phone
Calaveras County Sheriff's Department	Ron McFall, Assistant Sheriff	861 Mountain Ranch Road	San Andreas	CA	95249	(209) 754-6500
Calaveras County Sheriff's Department Communications Center	Debbie Parsons, Manager	861 Mountain Ranch Road, Government Center	San Andreas	CA	95249	(209) 754-6570
Mokelumne Hill FPD	Del Albright, Chief	P.O. Box 281	Mokelumne Hill	CA	95245	(209) 786-2227
West Point FPD	Rex Boothman	P.O. Box 417	West Point	CA	95255	(209) 293-7000
Central Calaveras Fire & Rescue	Robert Gill, Chief	P.O. Box 2	Mountain Ranch	CA	95246	(209) 754-5626
City of Angels Fire Department	Scott Kenley, Chief	P.O. Box 457	Angels Camp	CA	95222	(209) 736-4081
Ebbett's Pass FPD	Warren Wilkes, Chief	P.O. Box 480	Arnold	CA	95223	(209) 795-1646
Jenny Lind FPD	Stacy Hebarb, Chief	P.O. Box 559	Valley Springs	CA	95252	(209) 786-2227
Altaville-Melones Fire Department	Tom Spence, Chief	P.O. Box 431	Altaville	CA	95221	(209) 736-9116
Foothill Fire District	Sam Hoffman, Chief	P.O. Box 193	Valley Springs	CA	95252	(209) 786-2697
Murphys Fire Dept	Robert Pereira, Chief	P.O. Box 1013	Murphys	CA	95247	(209) 728-3864
Copperopolis FPD	Dennis Powers, Chief	P.O. Box 131	Copperopolis	CA	95228	(209) 785-0230
San Andreas FPD	Don Young, Chief	P.O. Box 88	San Andreas	CA	95249	(209) 754-4693
California Dept of Forestry	Keith Larkin, Deputy Chief	785 Mountain Ranch Road	San Andreas	CA	95249	(209) 754-3831
Calaveras County Office of Emergency Services	Clay Hawkins	861 Mountain Ranch Road	San Andreas	CA	95249	(209) 754-7500
California Dept of Forestry Dispatch	Chris Jensen	785 Mountain Ranch Road	San Andreas	CA	95249	(209) 754-
City of Angels Police Department	Tony Tacheira, Police Chief	200 Monte Verda Street	Angels Camp	CA	95222	(209) 736-2567

ATTACHMENT IV
PROPOSED CONTRACT FOR AMBULANCE SERVICES IN CALAVERAS COUNTY

This Ambulance Provider Agreement, (AGREEMENT), entered into this first day of May, 2005, by and between _____ ("CONTRACTOR") and the Mountain-Valley EMS Agency, ("AGENCY"), hereinafter PARTIES.

RECITALS OF AUTHORITY

Whereas, Division 2.5 of the Health and Safety Code sections 1797.224 and 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 Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Calaveras has designated the Agency to be the local EMS agency and to develop a written agreement with any qualified EMT-P Service Provider that wishes to participate in the Advanced Life Support program in Calaveras County; subject to the rights of providers who are granted Exclusive Operating Areas ("EOAs"); and

Whereas, Title 22 California Code of Regulations Section 100173, Division 9, Chapter 4, Article 6, requires EMT-P Service Providers to have a written agreement with the local EMS Agency to provide advanced life support; and

Whereas, Chapter 5.26, Calaveras County Ordinance No. 2775 "Ambulance Ordinance of Calaveras County," Section 5.26.060 establishes that those providing ambulance service must have an Ambulance Provider Agreement with the local EMS agency, and Section 5.26.070 establishes that the Ambulance Provider Agreement shall address minimum standards.

Whereas, CONTRACTOR has submitted a Proposal to provide emergency ambulance services as an exclusive provider for the Exclusive Operating Area defined herein, and is willing to operate an Ambulance Service in compliance with this AGREEMENT. Said Proposal dated _____ is attached to this AGREEMENT by

ATTACHMENT IV
PROPOSED CONTRACT FOR AMBULANCE SERVICES IN CALAVERAS COUNTY

reference.

Whereas, CONTRACTOR was recommended to the AGENCY by an expert panel, appointed to review all Proposals received in response to the Request for Proposal for Emergency Ambulance Services issued by the AGENCY; and the AGENCY has determined that CONTRACTOR is the best suited for this AGREEMENT.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 – DEFINITIONS – The following terms and definitions apply to this AGREEMENT

1.1 Advanced Life Support Ambulance (ALS Ground Ambulance) - A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide advanced life support consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and AGENCY policies and procedures.

1.2 Advanced Life Support Ground Ambulance Services - The transport and care of a patient in an ALS Ground Ambulance.

1.3 Agency Policies, Procedures and Protocols - All policy, procedure, and protocol documents developed through the process described in Agency policies (number 131.00 through 133.00).

1.4 Ambulance – A vehicle specially constructed, modified, or equipped and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons that require transportation while on a gurney.

1.5 Ambulance Services – the activity, business or service; for hire, profit, or otherwise; of transporting one or more persons by ambulance on or in any of the streets, roads, highways, alleys, or any public ways or places in Calaveras County. This definition adopts the premise that Ambulance Services are considered to be “emergency ambulance services” as defined in Section 1797.85, Division 2.5 of the Health and Safety Code. Ambulance Services include all services requiring the use of a ground Ambulance in Calaveras County during any of the following circumstances: (1) All requests for ambulance services transmitted through the Authorized EMS Dispatch Center; (2) Requests for Ambulance Service made directly to the ambulance service from a seven digit telephone call without going

ATTACHMENT IV
PROPOSED CONTRACT FOR AMBULANCE SERVICES IN CALAVERAS COUNTY

through an authorized 9-1-1/PSAP; (3) All ground Interfacility Transfers requiring the services of an ALS, BLS, or Critical Care Transport (CCT) ambulance (As stipulated in Exhibit D and Section 2.1 of this AGREEMENT); or (4) Any other request for service requiring a ground ambulance response, including Basic Life Support, Advanced Life Support, or Critical Care Transport. This definition shall not apply to Ambulance Services that transport patients to or through Calaveras County from an area outside Calaveras County.

1.6 Ambulance Zone - A geographic area, defined as either North Zone, South Zone, or East Zone, that has been designated as an Exclusive Operating Area for all Ambulance Services pursuant to a competitive bid process.

1.7 Arrive Destination, On Scene Hospital - The time that an Ambulance arrives at an approved receiving facility (or location) or at the point where it is to rendezvous with another ambulance.

1.8 At Scene, On Scene - For the purposes of measuring the CONTRACTOR's Response Time compliance in this AGREEMENT, "At Scene," "On Scene" shall be understood to mean the time the Ambulance arrives at the address site or at a designated or assigned staging area. In the case of significantly encumbered/restricted access to the patient, the terms "At Scene," "On Scene" shall be understood to mean the time the Ambulance arrives at the restricted access point, e.g. staging area, at the gate of a closed gated community or rendezvous point to be escorted to the patient by another individual.

1.9 Authorized Ambulance Provider - An ambulance provider that is authorized to provide Ambulance Services within Calaveras County pursuant to an ambulance provider agreement with the AGENCY.

1.10 Authorized EMS Dispatch Center - The Calaveras County Sheriff's Department dispatch center authorized by the Agency for the dispatch of Ambulance Services within Calaveras County.

1.11 Available on Radio - The time that an Ambulance is available on radio/pager or other communication method approved by the Agency to respond as directed by the Authorized EMS Dispatch Center.

1.12 Basic Life Support Ambulance (BLS Ambulance) - An ambulance staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, section 1797.60, all regulations of the State of California, and Agency Policies, Procedures and Protocols.

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PROPOSED CONTRACT FOR AMBULANCE SERVICES IN CALAVERAS COUNTY

1.13 Code-One Call – Any non Code-Three or Code-Two Call that is scheduled, based upon a determination by a physician responsible for the patient's care, or by Emergency Medical Dispatchers at an Authorized EMS Dispatch Center that no detriment to the patient will occur as a result from a delay in the transportation of the patient by ambulance.

1.14 Code-Three Call - A Medical Emergency requiring immediate response with red light and siren, based upon a determination made by Emergency Medical Dispatchers at an Authorized EMS Dispatch Center.

1.15 Code-Two Call - A Medical Emergency requiring immediate response without red light and siren based upon a determination made by Emergency Medical Dispatchers at an Authorized EMS Dispatch Center.

1.16 Compliance Period – The period of time required to accumulate 500 calls for calculation of Response Time Compliance.

1.17 Contractor – Organization or company authorized to provide ambulance services in the County of Calaveras pursuant to specific requirements of this AGREEMENT.

1.18 County – The County of Calaveras

1.19 Default – Means the failure to perform an obligation or requirement as set forth within this AGREEMENT.

1.20 Dispatched - The time that the ambulance is notified of a call by the Authorized EMS Dispatch Center.

1.21 Emergency Medical Dispatch - A nationally recognized set of standards used by specially trained dispatch personnel that focus upon four main functions: (1) To receive and process telephone calls; (2) To dispatch and coordinate EMS resources based upon prioritization principles that consider the level of the emergency and availability of local EMS resources; (3) To provide medical instruction to callers (pre-arrival instructions) and scene information to EMS crews (post-dispatch); and (4) To coordinate with other public safety agencies.

1.22 Emergency Medical Personnel - All public safety first responders, Emergency Medical Dispatchers, EMT-1s, and EMT-Ps functioning within the emergency medical services system.

1.23 Emergency Medical Services Oversight Committee (EMSOC) – The committee established by the

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PROPOSED CONTRACT FOR AMBULANCE SERVICES IN CALAVERAS COUNTY

Calaveras County Board of Supervisors to ensure that the interests of the county, its political subdivisions, and citizens are considered, related to the planning and provision of emergency medical services (EMS) within the county. The EMSOC serves in an advisory capacity to the Local EMS Agency and the Calaveras County Board of Supervisors on EMS issues.

1.24 EMSOC Operational Subcommittee - The committee established through the by-laws of the EMSOC as a standing subcommittee to provide the EMSOC with advice on EMS operational issues in Calaveras County.

1.25 EMT-1 or Emergency Medical Technician - 1 - means 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 the requirements set forth in said regulations.

1.26 EMT-P or Emergency Medical Technician - Paramedic - means an individual whose scope of practice is to provide Advanced Life Support according to standards prescribed by Division 2.5 of the Health and Safety Code and who has a valid license issued pursuant to said division, and accreditation as required by AGENCY.

1.27 Enroute - The time that a fully staffed Ambulance has departed in order to respond to a request for Ambulance Services.

1.28 Exclusive Operating Area - means an EMS area or sub-area defined by the emergency medical services plan for which the AGENCY restricts operations to one provider of Emergency Services and Advanced Life Support Ground Ambulance Services.

1.29 From Scene, Enroute Hospital - The time that the ambulance departs from the scene enroute to a receiving facility or rendezvous point.

1.30 Hospital - means a licensed acute care hospital (as referenced by Division 2.5 H.& S.C. section 1797.88).

1.31 Interfacility Transfers - means the transport of patients from one Hospital to another Hospital.

1.32 Map Grid - The designation of an area on a map of Calaveras County that has been given an alpha-numeric designation in order to measure Contractor's response time compliance.

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PROPOSED CONTRACT FOR AMBULANCE SERVICES IN CALAVERAS COUNTY

1.33 Material Breach – The occurrence or any combination of the following:

- A. Failure to comply with one or more of the following sections of this agreement: 3.1 through and including 3.8, 3.10 through and including 3.17, 4, 5.1, 5.2, 5.4, 5.5, 6, 7, 8, 9.1 through and including 9.3, 11.2, 12, 13.2 through and including 13.5, 13.7 through and including 13.9, 14.2 through and including 14.4, 15.5 through and including 15.7, 17.2 through and including 17.9.
- B. Willful or negligent falsification of data or information supplied to the AGENCY during the term of this AGREEMENT, including but not limited to response time data, patient report data, financial data, or willful or negligent falsification of any other data required under this AGREEMENT.
- C. Failure to maintain equipment in accordance with good maintenance practices, as evidenced by repeated vehicle failures.
- D. Willful attempts by CONTRACTOR to intimidate or otherwise punish employees who report violations or alleged violations, by the CONTRACTOR, of any of the specifications, conditions, or requirements contained within this AGREEMENT.
- E. Failure to comply with approved rates for service or billing procedures as evidenced by billings exceeding the maximum allowable rate.
- F. Repeated failure of CONTRACTOR's employees to conduct themselves in a professional and courteous manner and to present a professional appearance.
- G. Failure to meet response time requirements as set forth herein, as deemed significant by the EMSOC.
- H. Failure to comply with any obligation to a financial institution, if the AGENCY determines that such failure endangers the public health and safety.
- I. Filing of a bankruptcy petition by or against CONTRACTOR, alleging that

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PROPOSED CONTRACT FOR AMBULANCE SERVICES IN CALAVERAS COUNTY

- CONTRACTOR is or will become insolvent; appointment of a trustee or receiver for CONTRACTOR or for any of CONTRACTOR's property; a general assignment by CONTRACTOR for the benefit of its creditors; or entry of a judgment or order determining that CONTRACTOR is bankrupt or insolvent.
- J. Other material financial instability of the CONTRACTOR, determined by the AGENCY, as impacting the stability of operations.
 - K. Any other willful or negligent act or omission of the CONTRACTOR that endangers the public health or safety.
 - L. Failure to pay fees or fines as specified in this AGREEMENT within 45 days of invoicing.
 - M. Failure to provide the benefits and payroll packages for field staff as represented in CONTRACTOR's Request for Proposal, or failure to maintain staffing level ratios (within 10%) of full-time field staff to part-time field staffing ratios as represented in CONTRACTOR's Request for Proposal except as otherwise approved of by AGENCY.
 - O. Failure of CONTRACTOR to cooperate with and assist the AGENCY in the investigation or correction of any of CONTRACTOR's alleged or actual Minor Breach(es) or Material Breach(es) of this AGREEMENT, including, but not limited to, CONTRACTOR's repeated failure to comply with terms and conditions stipulated in written notices given by the AGENCY to correct any of CONTRACTOR's Minor Breaches under this AGREEMENT.
 - P. Failure of CONTRACTOR to maintain in full force and effect the performance security requirements as specified within this AGREEMENT.

1.34 Medical Emergency - The term used to denote a condition or situation in which an individual has a

ATTACHMENT IV
PROPOSED CONTRACT FOR AMBULANCE SERVICES IN CALAVERAS COUNTY

need for immediate medical attention requiring an immediate response based upon the patient's reported medical condition; or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency or dispatch personnel at an Authorized EMS Dispatch Center or an Authorized Ambulance Provider.

1.35 Medical Health Operational Area Coordinator (MHOAC) - The person designated by the County to manage medical mutual aid requests in response to a need for medical resources to respond to or from the County.

1.36 Metro/Urban Area - The term used to denote a geographic service area (Map Grid) with a population density of greater than 100 persons per square mile.

1.37 Minor Breach - Means an infraction or violation of, or any failure to perform an obligation or requirement as set forth within this AGREEMENT that may indirectly have an adverse impact on system operations, as determined by the AGENCY following review and recommendation by the EMSOC.

1.38 Move-up - The term used to denote an Ambulance that has been moved to an area to provide Posting coverage.

1.39 Mutual Aid - 1) responses into CONTRACTOR's EOA from a ground ambulance provider based outside the EOA, resulting in patient contact, when requested by the Authorized EMS Dispatch Center for Calaveras County; 2) responses by CONTRACTOR to service areas outside of CONTRACTOR's EOA for the purpose of assisting another ground ambulance provider when requested by the Authorized EMS Dispatch Center, or MHOAC.

1.40 Non Medical Emergency - The term used to denote a condition or situation in which an individual does not have a need for an Immediate Response based upon the patient's reported medical condition, and where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, or dispatch personnel at an Authorized EMS Dispatch Center.

1.41 Post - The term used to denote that an ambulance has been moved to an area by the Authorized EMS Dispatch Center, based upon the System Status Plan for ambulance coverage in the County.

1.42 Posting Plan - The plan, approved by the Agency in consultation with the EMSOC and EMSOC

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Operational Subcommittee, that determines the strategic placement of ambulances, based upon ambulance availability and ambulance coverage strategies for the county. The Posting Plan is designed to trigger a Mutual Aid request to the closest appropriate Authorized Ambulance Provider in situations where a patient has a life-threatening Medical Emergency requiring the closest appropriate Authorized Ambulance Provider, as identified pursuant to protocols promulgated by AGENCY's Medical Director, and the CONTRACTOR responsible for the Zone is not the closest appropriate responder. No CONTRACTOR shall be permitted to Post or Move Up in another CONTRACTOR's Ambulance Zone unless authorized to do so by the Authorized EMS Dispatch Center in accordance with the Posting Plan. The Posting Plan shall respect the integrity of Contractor's EOA boundaries and shall not be designed or implemented in a way that jeopardizes the continuation of such EOAs.

1.43 Proposal - The document submitted by CONTRACTOR in response to the AGENCY's Request for Proposal for the Exclusive Operating Area. The content of the Proposal (including all facts concerning CONTRACTOR's operations and internal policies) shall be deemed part of this AGREEMENT and be attached hereto.

1.44 Quick Response Vehicle (ORV) - The term used to denote a non transporting ALS unit staffed by a minimum of one (1) EMT-P.

1.45 Record of Calls - As required in Title 13 of the California Code of Regulations, Chapter 5, Article 1, section 1100.7: Every ambulance service shall maintain a current record of each emergency call and shall retain such record for a minimum of three years and contain the following information: (a) Date and time of emergency call, location where service is needed, and identity of person receiving the call for ambulance service; (b) Identity of person or, when applicable, the name of the agency requesting an ambulance; (c) Identification of each ambulance and personnel dispatched, and record of siren and red light use; (d) Explanation of any failure to dispatch an ambulance as requested; (e) "Dispatched," "Enroute," "On-Scene" "Enroute Hospital," "On Scene Hospital," and "Available on Radio" (f) Destination of patient and time of arrival at destination; (g) Name or other identification of patient (if name available) or description of item requiring emergency transportation.

1.46 Response Time - The time measured from the time either an Ambulance (or other ALS response unit

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integrated into the system by the Agency) is Dispatched until On Scene. A Quick Response Vehicle's On Scene time may be used to calculate the Response Time if approved by the AGENCY.

1.47 Response Time Compliance - The adherence to the requirement for ambulance response to Code Three Medical Emergencies for areas of the County developed by the AGENCY in consultation with the EMSOC and CONTRACTOR. Response Time Compliance will be developed following the first year after the implementation of this AGREEMENT.

1.48 Response Time Compliance Areas - Areas of the County used for the purpose of measuring Response Time Compliance.

1.49 Rural - The term used to denote a geographic service area with population density of 7 to 50 persons per square mile.

1.50 Scene Call - A Request for Ambulance Service for a patient situated at a location other than a Hospital.

1.51 Staging - The term used to denote that an Ambulance is dispatched to respond to an area near a Medical Emergency until allowed to proceed to the site of the patient(s).

1.52 Standby - The term used to denote that an EMS vehicle is staged near an activity in which it is presumed there is a high likelihood that a Medical Emergency will occur.

1.53 Suburban - The term used to denote a geographic service area with a population density of 51 to 100 persons per square mile.

1.54 Wilderness - The term used to denote a geographic service area with a population density of less than 7 persons per square mile.

2 - DESCRIPTION OF EXCLUSIVE AREA TO BE SERVED - DEFINITION OF EXCLUSIVITY

2.1 All Authorized Ambulance Providers in Calaveras County are awarded two levels of exclusive rights to provide Ambulance Services. The first level of exclusivity is granted separately for each of the three Ambulance Zones

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in the County. Each CONTRACTOR in each Ambulance Zone has exclusive rights to all Ambulance Services within their respective Ambulance Zones, with the exception of Interfacility Transfers within their respective zones. The second level of exclusivity is for all Authorized Ambulance Providers to be eligible to share Interfacility Transfers originating from Mark Twain St. Joseph's Hospital.

2.2 The Exclusive Operating Area (EOA) granted to CONTRACTOR includes the ___Zone as depicted in the map in Exhibit A.

2.3 CONTRACTOR is awarded the exclusive rights to provide Ambulance Services within an EOA (Zone _____) in Calaveras County consistent with the stipulations described herein.

2.4 As an exclusive provider of Ambulance Services within an EOA, CONTRACTOR shall share, with other Authorized Ambulance Providers for Calaveras County, exclusive right to develop a business arrangement with Mark Twain St. Joseph's Hospital to provide Ambulance Services for Interfacility Transfers originating within the County pursuant to stipulations specified in Exhibit- D of this AGREEMENT.

2.5 Exceptions to the Exclusivity granted under this AGREEMENT are as follows: air ambulance transports; a situation as described in sections 3.9 and 5.3.1 of this AGREEMENT; for specific Interfacility Transfers in which CONTRACTOR is unable to provide the required service as specified by the sending Hospital as defined in Exhibit-D, the conditions specified in the AGENCY Special Events Policy #570.71; for Ambulance Services transporting patients into or through the County from outside the County, and during declared disasters, or events requiring Medical Mutual Aid Coordination authorized by the Authorized EMS Dispatch Center, MHOAC, or AGENCY.

2.6 AGENCY shall not enter into an ambulance provider agreement with any other firm, agency, city, company or governmental body, other than the federal government, to provide Ambulance Services within the area described herein during the period of this AGREEMENT except as described herein.

3 – PERFORMANCE STANDARDS /EXCEPTIONS /DISPUTES - In consideration for being granted authorization to provide all Ambulance Services, CONTRACTOR agrees to the following:

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3.1 CONTRACTOR shall adhere to all commitments made in their Proposal dated and attached herein by reference.

3.2 The CONTRACTOR shall adhere to all requirements of Chapter 5.26, Calaveras County Ordinance No. 2775 "Ambulance Ordinance of Calaveras County;" all AGENCY Policies, Procedures and Protocols; and shall comply with all Federal, State, and local laws, rules, and regulations.

3.3 The CONTRACTOR shall utilize ALS Ambulances to provide services under this AGREEMENT on a twenty-four (24) hour per day basis in response to all Code-Two and Code-Three Scene Calls dispatched by the Authorized EMS Dispatch Center.

3.4 The CONTRACTOR shall, at a minimum, record or cause to be recorded the Map Grid and the times at each of the stages of a response as defined herein for each and every request for Ambulance Service.

3.5 The CONTRACTOR shall immediately (less than 90 seconds from DSP until ER) have an Ambulance enroute to not less than 90 percent of the Code-Three calls as measured each calendar month during the term of this AGREEMENT.

3.6 The CONTRACTOR shall Standby at any location as directed by the Authorized EMS Dispatch Center:

3.7 The CONTRACTOR shall only Move-up or Post to areas at the direction of the Authorized EMS Dispatch Center.

3.8 During any period of time that CONTRACTOR has insufficient ALS Ground Ambulances available for service, CONTRACTOR shall work with the Authorized EMS Dispatch Center to implement a plan to ensure ambulance coverage of the Zone.

3.9 The CONTRACTOR acknowledges the Authorized EMS Dispatch Center may divert a request for emergency response from the primary dispatched ALS Ambulance to a secondary ALS Ambulance when the latter is fully staffed and equipped in accordance with this AGREEMENT and in compliance with all applicable rules, regulations and policies and notifies the EMS Dispatch Center that it is in closer proximity to the scene than the primary ALS

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Ambulance. Diversion of such call does not change or replace the time of the TOC originally established for that specific call, but time on scene/OS for response time calculation purposes for that call will be based upon the arrival of the secondary ALS Ambulance. The Authorized EMS Dispatch Center may cancel or continue the response of the primary ALS Ambulance.

3.10 In each instance of an ALS Ambulance vehicle failure on an emergency call resulting in the inability to continue the response to or transport of the patient, CONTRACTOR shall submit an Unusual Occurrence Report that at a minimum shall include: the length of time it took for another ALS Ambulance to respond to the same call; the reason or suspected reason(s) for vehicle failure or malfunction, and actions CONTRACTOR has taken to prevent similar failures.

3.11 In each instance where the mode of patient transport changes due to vehicle failure or malfunction, the CONTRACTOR will require that ambulance personnel on vehicle(s) which fail and the personnel on vehicle(s) which transport(s) the patient submit distinct separate prehospital report forms regarding the medical care the patient received by each ambulance crew.

3.12 In addition to dedicated ALS Ambulances, CONTRACTOR may provide ambulances staffed and equipped at the Basic Life Support (BLS) level. BLS Ambulances may be utilized for pre-arranged sub-acute patients, and may only respond to a Medical Emergency or Scene Call per AGENCY Policies, Procedures, and Protocols. In each instance in which a BLS Ambulance is utilized for a Medical Emergency or Scene Call, the CONTRACTOR shall submit an Unusual Occurrence Report Form that at a minimum shall indicate: the reason or suspected reason(s) there were no ALS Ambulances available, the status of alternate ALS Ambulances which could have reasonably been requested, and what efforts were made to expedite use of an ALS ambulance for the transport.

3.13 An ALS Ambulance may not be used for scheduled non-emergency interfacility transfer unless the Authorized EMS Dispatch Center has released the ambulance for non-emergency use upon a determination that there are adequate ALS Ambulance resources staffed and immediately available to meet the needs of the Posting Plan.

3.14 CONTRACTOR agrees to designate an EMT-P approved by the AGENCY to act as Training Officer who shall oversee the required training and orientation of all new EMT-Is and EMT-Ps employed by the

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CONTRACTOR, and shall submit a written evaluation of each new EMT-1 and EMT-P verifying orientation requirements have been completed. The Training Officer shall attend scheduled training meetings as required by the AGENCY. These orientation requirements shall include the MCI Plan, all local policies and procedures, and any additional training required by the AGENCY.

3.14.1 CONTRACTOR agrees to post at each station all notices from the AGENCY directed to field personnel. In addition, the CONTRACTOR agrees to have an updated local Policies and Procedures Manual at each station accessible to all personnel.

3.15 CONTRACTOR agrees to designate an EMT-P approved by the AGENCY, to function as a Liaison between the CONTRACTOR and the AGENCY to perform internal quality improvement per AGENCY policies, assist in the investigation of unusual occurrences as identified by the AGENCY, and attend scheduled Liaison meetings as required by the AGENCY. A single individual may fill the roles of the Training Officer and EMT-P Liaison (referenced above) if the CONTRACTOR obtains approval of the AGENCY.

3.16 CONTRACTOR agrees to abide by the Posting Plan.

3.17 CONTRACTOR shall respond to all requests for Standby at hazardous materials incidents made at the request of the Incident Commander. A BLS Ambulance may perform such Standbys, but approval by the Base Hospital is required prior to the transport of any patient that may arise as a result of said Standby.

3.17.1 CONTRACTOR may submit a bill for the Standby services in the form and manner prescribed by the requesting agency. CONTRACTOR acknowledges that payment for said services is contingent upon recovery of the costs of said hazardous materials response.

4 - COMMUNICATION/DISPATCH STANDARDS

4.1 CONTRACTOR shall maintain a written Contract with the Authorized EMS Dispatch Center during the term of this AGREEMENT.

4.2 CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's ambulances all such radio

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and telecommunications equipment as is determined through AGENCY policy to be necessary for the effective and efficient dispatch of ambulances.

4.3 CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's ambulances all such radio and telecommunications equipment as is deemed by AGENCY policy to be appropriate for transmission of voice communications for medical direction by base hospitals designated by the AGENCY.

4.4 CONTRACTOR agrees to be financially responsible for installation, purchase/rental, and maintenance of radio equipment as stipulated under Paragraphs 4.2 and 4.3 above.

4.5 In order to defray the cost of providing Medical Emergency ambulance dispatch services for Scene Calls in Calaveras County, the Contractor agrees to pay the Authorized EMS Dispatch Center the percentage share of such costs based upon the number of EMS requests generated in Contractor's Ambulance Zone.

4.5.1 During the first year of the Agreement, the amount specified for Contractor's Ambulance Zone in the RFP shall be paid by the CONTRACTOR to the Authorized EMS Dispatch Center within forty-five (45) days of the beginning of each quarter. The first payment will be due within forty-five (45) days following July 1, 2005.

4.5.2 Starting on July 1, 2006 the payment period and calculation of each payment shall be based upon the total number of Scene Calls from the previous twelve (12) month period.

4.5.3 The total number of Scene Calls (regardless of whether the call resulted in a transport and including Mutual Aid Scene Calls to areas outside Calaveras County) in the previous twelve month period shall be multiplied times \$22.00 to calculate the total amount owed to the Authorized EMS Dispatch Center.

4.5.4 The percentage of the total number of Scene Calls dispatched for each Ambulance Zone will be calculated (rounded off to a whole number).

4.5.5 The Authorized EMS Dispatch Center will bill Contractor at the beginning of each quarter, based upon the above formula that results in Contractor paying the percentage of the total amount that can be attributed to the dispatch of Scene Calls within Contractor's Ambulance Zone (plus mutual aid calls outside of

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Calaveras County e.g. Bear Valley).

4.5.6 Contractor shall pay the Authorized EMS Dispatch Center within forty-five (45) days of receiving an invoice.

4.6 CONTRACTOR shall establish policies and ensure that a mechanism exists that ensures that, upon receipt of a private request for ambulance services for a Scene Call, pertinent information including callback number, location, and nature of the incident is ascertained and the call immediately transferred to the Authorized EMS Dispatch Center.

4.7 In the event of a disaster or state of emergency as determined by the AGENCY, CONTRACTOR shall ensure that all Medical Emergency and Non Medical Emergency Ambulance Services will only be provided with approval of the Authorized EMS Dispatch Center.

4.8 Automatic Vehicle Locators are not required as of the effective date of this AGREEMENT. However, CONTRACTOR agrees that while Automatic Vehicle Locators (AVLs) are not currently required, annual evaluation of the need, cost, and technological feasibility and benefit will be conducted by the AGENCY and reviewed by the EMSOC. If such an annual review, or any sentinel event that triggers such a review results in a recommendation by the EMSOC that AVLs be required, then CONTRACTOR agrees to participate in such a system and pay the monthly fees associated with such a system.

5 - EQUIPMENT & SUPPLY STANDARDS

5.1 CONTRACTOR shall ensure that each Ambulance carries equipment and supplies pursuant to AGENCY policy. Vehicles, equipment, and supplies shall be maintained in clean, sanitary, and safe mechanical conditions at all times.

5.2 All ambulance vehicles shall, as a minimum, meet the Federal KKK-A-1822 and Title 13, California Code of Regulations standards in effect at the time of original manufacture. CONTRACTOR shall have and maintain the required inventory on each ambulance used for patient care and transport as specified by AGENCY

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policy.

5.2.1 Ambulances shall not be kept in service to respond to Medical Emergencies when the vehicle mileage exceeds 250,000 miles without the approval of the AGENCY. Ambulances regularly scheduled as CONTRACTOR's primary response vehicle shall not be allowed to retain primary response status after exceeding 200,000 miles.

5.3 The AGENCY Medical Director or his/her agent(s) may at any time, without prior notice, inspect CONTRACTOR's ambulances in order to verify compliance with this AGREEMENT. An inspection may be postponed if it is shown that the inspection would unduly delay an ambulance from responding to an ambulance request. A memorandum of the inspection specifying any deficiencies, date of inspection, ambulance number, and names of participating crew shall be provided to the CONTRACTOR. CONTRACTOR must show proof of correction for any deficiencies noted in said memorandum of inspection as specified by the AGENCY. A deficient ambulance may be immediately removed from service if, in the opinion of the EMS Medical Director or his/her agent(s), the deficiencies are a danger to the health and safety of the public or if the deficiencies in a previously issued memorandum of inspection have not been corrected in the time specified. AGENCY agrees to place any unit that has been removed from service back in service immediately following the documented correction of the defined deficiency.

5.3.1 Upon a determination by AGENCY that it is necessary to remove one or more of CONTRACTOR's ambulances from service to protect the health and welfare of the public, AGENCY may request that an Authorized Ambulance Provider other than CONTRACTOR, provide Ambulance Services within CONTRACTOR's Ambulance Zone on a temporary basis.

5.4 CONTRACTOR shall develop and maintain a fleet management plan; maintain a record of the preventative maintenance, repairs and strategic replacement of equipment and vehicles; and shall make such plan and records available to the AGENCY upon request.

5.5 Upon the effective date of this AGREEMENT and annually thereafter, CONTRACTOR shall submit to

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the AGENCY an inventory of all ambulances, equipment, and facilities utilized by CONTRACTOR under this AGREEMENT.

6 - PERSONNEL STANDARDS

6.1 When providing Ambulance Services, an Ambulance shall be staffed in accordance with AGENCY policy.

6.2 CONTRACTOR shall maintain a current list of certified personnel currently employed, including their addresses, phone numbers, qualifications, certificates, and licenses with expiration dates.

6.2.1. Upon request, CONTRACTOR shall provide AGENCY with all the information listed in 6.2 of this AGREEMENT.

6.3 CONTRACTOR shall ensure that all employees providing patient care, comply with training requirements as established by the State of California and the AGENCY for their level of certification.

6.4 CONTRACTOR shall have a policy that prohibits CONTRACTOR's employees from performing any services as contemplated herein while under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, said policy shall prohibit CONTRACTOR's employees from performing such services under the influence of any other substances, including prescription or non-prescription medications, which impairs their physical or mental performance.

6.5 CONTRACTOR shall not schedule any field personnel to exceed forty-eight (48) consecutive hours on-duty without an intervening twelve (12) hours off duty. Exceptions may be permitted upon a determination by CONTRACTOR that regularly scheduled replacement staff is unavailable. Under such circumstances, a shift of seventy-two (72) hours may be permitted, but the subsequent intervening off-duty interval must be no less than forty-eight (48) hours. CONTRACTOR shall submit an Unusual Occurrence Report in each instance that field staff is on duty for more than fifty (50) hours.

6.6 CONTRACTOR shall provide the AGENCY with CONTRACTOR's current personnel policy and

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procedure manual(s) upon request which shall address, at a minimum, staffing and shift scheduling, avoidance of crew fatigue, crew quarters, conduct at a scene, conduct in relation to first responder personnel, conduct during patient care management, patient refusal of service procedure, contact with base hospital(s), use of safety apparel, identification, driver training, and company orientation.

6.7 CONTRACTOR shall ensure that all personnel wear appropriate uniform attire and comply with local public safety agency standards for grooming.

6.8 CONTRACTOR shall have in place policies that require EMS personnel to follow all AGENCY Policies, Procedures, and Protocols.

6.9 CONTRACTOR shall require that patient care records be completed by CONTRACTOR's personnel per AGENCY policy.

6.10 CONTRACTOR shall require that all Advanced Life Support personnel have successfully completed courses in Advanced Cardiac Life Support, and either Pediatric Emergencies for Prehospital Personnel or Pediatric Advanced Life Support, and either Basic Trauma Life Support or Prehospital Trauma Life Support within 18 months of being hired. Those personnel that have already completed said courses (or equivalent) and maintain certification with the required course updates at two-year intervals, shall not be required to retake the original course. All ALS personnel shall be required to recertify in the above courses every two-years. Such recertification courses must be approved by AGENCY.

6.11 CONTRACTOR shall ensure that the percentage of scheduled Full-Time field personnel is never reduced by more than ten percent (10%) compared to the percentage of Full-Time personnel described in CONTRACTOR's Proposal. Any deviation from this percentage may only be permitted upon approval of the AGENCY.

7 - AMBULANCE STATIONS/CREW QUARTERS

7.1 CONTRACTOR agrees to maintain a crew quarters at any location where ambulance crews or

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student/trainees are normally scheduled to work shifts exceeding twelve (12) hours.

7.2 Ambulance crew quarters, at locations where ambulance crews are normally scheduled to work shifts exceeding twelve (12) hours, shall include security, shower, toilet, kitchen, day room, sleeping facilities, and shall be maintained in a safe and clean condition.

7.3 CONTRACTOR shall post at each station all notices from the AGENCY directed to field personnel on an EMS bulletin board. In addition, the CONTRACTOR agrees to have an updated AGENCY Policies and Procedures Manual available at each station and accessible by all personnel.

8 - RECORDS/REPORTS

8.1 CONTRACTOR shall complete financial records in an auditable form and content according to accepted accounting practices. Financial records shall include all costs, expenses, expenditures, revenues, accounts receivable, and billings pertinent to performance of this AGREEMENT and shall be made available to the AGENCY for inspection at CONTRACTOR's site(s) upon request. The AGENCY shall protect the financial records and any information taken therefrom as confidential and shall not disclose such records or information except as required by law.

8.2 All records maintained pursuant to this AGREEMENT shall be available for inspections, audit, or examination by the AGENCY or by their designated representatives, and shall be preserved by CONTRACTOR for at least three (3) years from the termination of this AGREEMENT. CONTRACTOR's financial records shall not be made available to parties or persons outside the AGENCY without CONTRACTOR's prior written consent, unless disclosure is required by a subpoena or other legal order compelling disclosure.

8.3 Upon written request of the AGENCY, CONTRACTOR shall prepare and submit written reports on any incident arising out of services provided under this AGREEMENT. AGENCY recognizes that any report generated pursuant to this paragraph is confidential in nature and shall not be released, duplicated, or made public without the written permission of CONTRACTOR or upon request to AGENCY by a subpoena or other legal order compelling disclosure.

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8.4 CONTRACTOR shall provide Patient Care Record (PCR) information in an electronic format for each call that requires the generation of a Patient Care Record by ambulance personnel per AGENCY policy, on a daily basis. The daily submission of electronic PCR information shall include data no later than three (3) working days following the date of the call (excluding weekends and holidays). Electronic PCRs shall utilize a data set and data dictionary that meet the requirements established by the AGENCY. PCRs shall be delivered to the emergency department at the time of patient delivery per AGENCY policy at least 90% of the time during any three-month period. Nothing herein shall be construed to require CONTRACTOR to violate any applicable state or federal law governing patient confidentiality and, in the event of any conflict between this agreement and any such law, applicable law shall control.

8.5 CONTRACTOR shall maintain and make available to the AGENCY for inspection, audit, or examination, records of field personnel staff schedules.

8.6 CONTRACTOR agrees that, as part of the AGENCY's responsibility to ensure quality of service, the AGENCY may publish periodic reports related to CONTRACTOR's performance under this AGREEMENT.

8.7 CONTRACTOR shall provide additional information and reports as the AGENCY may require to monitor the performance of the CONTRACTOR under this AGREEMENT.

8.8 CONTRACTOR agrees to treat all requests for information/data in any form by AGENCY as highest priority and to ensure full cooperation is extended to AGENCY by CONTRACTOR to complete such requests for information/data without delay. For each call, transport, or account wherein CONTRACTOR fails to furnish required information, the AGENCY may, at the AGENCY's option, impose upon CONTRACTOR a \$500 penalty. However, such penalty shall not be applied in cases where the cause of such reporting deficiency was beyond CONTRACTOR's reasonable control. Simple loss of records and problems with CONTRACTOR's own computer systems shall not be considered beyond CONTRACTOR's reasonable control.

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9 - INSURANCE

9.1 Without limiting the County 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 and AGENCY under the AGREEMENT and to the extent such indemnification is paid pursuant to this paragraph, the CONTRACTOR, at CONTRACTOR's sole expense, shall maintain or cause to be maintained in full force and effect the following insurance throughout the term of the AGREEMENT:

9.1.1 For the CONTRACTOR's local operation in Calaveras County - combined public liability, general liability, bodily injury and property damage liability insurance in the amount of not less than five million dollars (\$5,000,000) in coverage for each occurrence;

9.1.2 Medical liability insurance and automobile liability insurance, in an amount of not less than one million dollars (\$1,000,000) in coverage for any injury or death arising out of any one (1) occurrence, and each of said insurance coverage shall have an annual aggregate limitation of not less than \$2,000,000.

9.1.3 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.

9.2 Such insurance policies shall name the County, 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, 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 days written notice given to the AGENCY and the County. If such insurance policies have a deductible, or if a Self-Insured Retention has a deductible, such deductible shall be in an amount not less than ten thousand dollars (\$10,000) per occurrence.

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9.3 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.

9.4 AGENCY, at its sole expense, shall maintain or cause to be maintained in full force and effect, general liability insurance in an amount of not less than \$1,000,000 in coverage for each occurrence and an annual aggregate limitation of not less than \$2,000,000. AGENCY shall provide CONTRACTOR, upon CONTRACTOR's request, a certificate of insurance stating that such insurance coverage has been obtained and is in full force and effect.

10 - INDEMNIFICATION

10.1 CONTRACTOR shall defend, indemnify, save and hold harmless the AGENCY and its officers, employees and agents, and each of them, from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from any negligent or wrongful act or omission of CONTRACTOR or its agents, officers, or employees in connection with the performance of this AGREEMENT.

10.2 CONTRACTOR shall save and hold harmless AGENCY and the County and their officers, employees and agents, from any and all liability for damages, including, but not limited to, monetary loss, judgments, orders of a court, and any other detriment or liability that may arise from any injury to a person or persons, and for damages to property, arising from or out of any negligent or wrongful act or omission of CONTRACTOR or its agents, officers, or employees in the performance of the AGREEMENT.

10.3 CONTRACTOR's obligation to defend, indemnify, and hold the AGENCY and the County, 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.

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10.4 AGENCY agrees to defend, indemnify, save and hold harmless the CONTRACTOR and its officers, employees and agents, from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from, any negligent or wrongful act or omission of AGENCY or its agents, officers, or employees in connection with the performance of this AGREEMENT by AGENCY or AGENCY's agents, officers, or employees.

10.5 AGENCY shall save and hold harmless CONTRACTOR and its officers, directors, shareholders, agents, and employees, from any and all liability for damages, including but not limited to, monetary loss, judgments, orders of a court, and any other detriment or liability that may arise from any injury to a person or persons and for damages to property arising from or out of AGENCY's promulgation of official rules, regulations, or AGENCY Policies and Procedures not in existence as of the date of this AGREEMENT.

10.6 CONTRACTOR shall defend, indemnify and hold harmless the AGENCY and the County, and their officers, employees and agents, and each of them, from any claim, action, or proceeding arising as a result of the rights granted pursuant to this AGREEMENT. The AGENCY shall promptly notify CONTRACTOR of any such claim, action, or proceeding and shall cooperate fully in the defense of any and all such claims, actions or proceedings.

11 - TRANSITION PLANNING

11.1 CONTRACTOR is aware that, periodically, the AGENCY will initiate a competitive procurement process for the award of CONTRACTOR's Ambulance Zone. In case this action is taken and CONTRACTOR is not the successful Bidder, there will be a transition of Ambulance Service Providers.

11.2 Should CONTRACTOR fail to win the bid in a subsequent bid cycle, or should CONTRACTOR be found in Material Breach of Contract as described in Section 16.2.3, the CONTRACTOR shall continue to provide all services at the same level of effort and performance required under this AGREEMENT until the subsequent winning Bidder takes over the provision of Ambulance Services.

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12 - NON-DISCRIMINATION

12.1. AGENCY and CONTRACTOR shall abide by all Federal and State non-discrimination laws regarding governmental agency Contracts and sub-Contracts as outlined in the Non-Discrimination Statement below:

During the performance of this AGREEMENT, AGENCY and CONTRACTOR and their Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. AGENCY, CONTRACTOR, and their Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the applicable regulations of the Fair Employment and Housing Commission. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. AGENCY, CONTRACTOR, and their Subcontractors shall give written notice of their obligations under this paragraph to labor organizations with which they have a collective bargaining or other agreement. AGENCY and CONTRACTOR shall include the non-discrimination and compliance provisions of this paragraph in all Subcontracts to perform work under the AGREEMENT.

13 - RESPONSE COMPLIANCE PENALTIES/EXCEPTIONS

13.1 Penalty Charges for Code Three calls shown below in sections 13.3.1, 13.3.2 and 13.4 shall not be in effect unless the EMSOC determines that CONTRACTOR has not demonstrated an acceptable level of effort to meet the Response Time and Chute Time requirements referenced therein. The EMSOC shall also determine the penalty amount up to the maximum penalties described in 13.3.1, 13.3.2, and 13.4. Upon determination by AGENCY that CONTRACTOR has failed to comply with the Response Time or Chute Time compliance and failed

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to reasonably act to correct such deficiencies, the EMSOC shall be presented with the evidence of said failure during an EMSOC meeting. CONTRACTOR shall receive at least ten (10) days notice of such meeting and receive copies of any documentary evidence to be presented to the EMSOC at least ten (10) days in advance and shall have an opportunity to respond at the meeting. Based upon the findings of the EMSOC concerning the seriousness of the AGENCY's claim, the EMSOC shall determine whether CONTRACTOR must pay penalties as shown in sections 13.3.1, 13.3.2 and 13.4 for either past or ongoing Compliance Periods. Any penalty imposed for past Compliance Periods shall be limited to those periods for which non-compliance was demonstrated by the presentation of evidence at an EMSOC meeting. The EMSOC may also impose penalty charges for future Compliance periods that do not meet Response Time and Chute Time compliance requirements. No Contractor shall be required to pay such charges unless determined to have been in non-compliance as a result of the foregoing process.

13.2 CONTRACTOR shall be responsible for complying with the Response Time Compliance requirements developed following the collection of data during the first year of service. Response Time Compliance requirements will be developed by the AGENCY with input from the EMSOC and the CONTRACTOR. Upon the development of said Response Time Compliance requirements, they shall be added as an attachment to this AGREEMENT.

13.3 At such time as Response Time Requirements have been added as an attachment to the AGREEMENT, and the process described above is followed to determine that CONTRACTOR should have fines imposed for failure to meet Response Time Requirements, CONTRACTOR agrees to pay penalty charges for each Code Three call that has an excessive Response Time within the CONTRACTOR's respective areas as follows:

13.3.1 Individual Code-Three responses within each Response Time Compliance Area – up to \$100.00 for each minute that is 30% higher (rounded off to whole minutes) than the Response Time Compliance requirement for that area. Any monies owed for the accumulation of penalty charges in this section shall be due at the conclusion of the area's respective Compliance Period.

13.3.2 CONTRACTOR agrees to pay penalty charges for Response Time Compliance Areas for any Compliance Period when Response Time compliance is not met 90 percent of the time up to the following amounts as

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established by the EMSOC:

13.3.2.1 Payment of a penalty charge up to \$1000.00 for failure to achieve the 90 percent requirement for Response Times within the Compliance Period; and

13.3.2.2 Payment of a penalty charge of up to \$250.00 for each tenth of one percent (.1%) below the 90 percent requirement for Response Times. (e.g. At the maximum, the penalty charge for a compliance of 89.8% in a given Compliance Period would be \$500.00 for being two tenths of a percent below 90%, plus \$1000.00 for being below 90 percent for a total charge of \$1,500.00 for a Compliance Period in a Response Compliance Area).

13.4 CONTRACTOR agrees to pay penalty charges for failure to meet Chute Time requirements as measured by all Code Three calls within CONTRACTORS Zone for the consecutive number of months required to tally a minimum of 500 Code Three calls up to the following amount as established by the EMSOC:

13.4.1 Payment of a penalty charge of up to \$1000.00 for failure to achieve the 90 percent requirement for Chute Times.

13.4.2 Payment of a penalty charge of up to \$250.00 for each tenth of one percent (1%) below the 90 percent requirement for Chute Times.

13.5 Upon a determination that CONTRACTOR's has been assessed a penalty based upon sections 13.3.1, 13.3.2 or 13.4, charges shall be paid to the AGENCY within sixty days of CONTRACTOR's receipt of notice of the amount owed. Said penalty charges shall be used by the AGENCY for enhancement of the EMS system as determined by the EMSOC.

13.6 Exceptions to paying a penalty charge may be granted by the AGENCY on a per call basis by request of the CONTRACTOR and upon review and investigation by AGENCY. Good cause for exceptions shall be determined by the AGENCY. The burden of proof that there is good cause for an exception shall rest with CONTRACTOR. These exceptions include but are not limited to the following:

13.6.1 Response canceled prior to arrival on-scene, unless the Response Time exceeds the Response Time standard prior to cancellation. Should this occur, the call shall be included in response compliance calculations.

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13.6.2 Changes to Response Codes enroute to the scene, except in those cases in which the response has been reduced below Code Three after exceeding the response time standard. Should this occur, the call shall be included in the response compliance calculations and the per minute penalty charge as described in section 13.3.1 and 13.3.2 shall be assessed for the time that has exceeded the standard and measured until the call was reduced to below Code Three.

13.6.3 Documented difficulties arriving on-scene limited to: physical obstruction, for example, stopped traffic caused by the incident to which the ambulance is responding. CONTRACTOR is responsible for providing documentation to validate difficulty arriving on-scene.

13.6.4 Intensely inclement weather that creates a driving hazard due to lack of visibility (thick fog or torrential downpour). Criteria for AGENCY approval of this exception are as follows:

13.6.4.1 CONTRACTOR provides documentation of weather problems during the time of the emergency request(s).

13.6.4.2 AGENCY shall randomly verify weather conditions for a sample of these exception requests and determine whether the response time requirement could have reasonably been met without the inclement weather conditions based upon the distance traveled by responding ambulance.

13.6.5 Delays in ambulance response or arrival On Scene due to incorrect or unavailable information.

13.6.6 Delays in ambulance response within CONTRACTOR's operating area due to being posted outside CONTRACTOR's operating area by the direction of the Authorized EMS Dispatch Center.

13.7 CONTRACTOR agrees to pay a penalty charge of \$1000.00 for each false arrival time if CONTRACTOR's management level employees are found to willfully and knowingly encourage or allow the false reporting of any time used to measure Chute Time or Response Time compliance either to the Authorized EMS Dispatch Center or to the AGENCY.

13.8 If it is reported to the AGENCY that any of CONTRACTOR's employees have willfully and knowingly reported any false dispatch time used to measure Response Time compliance, AGENCY shall investigate.

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such allegations and take such action as is deemed appropriate by AGENCY within the limits allowed by the relevant statutes and regulations. CONTRACTOR agrees to utilize CONTRACTOR's progressive disciplinary policies as determined to be appropriate for any employee found by AGENCY to have reported such false dispatch times.

13.9 If CONTRACTOR is unable to respond an ALS Ambulance to a Code Three call within the Contract area in which the Authorized Dispatch Center determined that there was a need for ALS Services and refers that call to a BLS Ambulance or fails to respond any ambulance, there will be a \$500.00 penalty charge for each such occurrence unless waived by the AGENCY for good cause.

14 - COMPENSATION/FEES/SECURITY BONDS

14.1 The revenue premise for this AGREEMENT is a traditional fee-for-service system for all Ambulance Services. There will be no general subsidy offered as part of this AGREEMENT.

14.2 CONTRACTOR shall charge no more than the charges authorized under Contract with the AGENCY. These rates shall be based upon the rates submitted by the CONTRACTOR in their Proposal and shall be the maximum allowable rates for a period of two years. Thereafter, adjustments to this rate structure may be authorized annually by AGENCY, based on percentage changes in the Medicare allowable reimbursement rate. All other changes to the rate structure must be approved by the County Board of Supervisors based on substantial documentation of need. The CONTRACTOR shall have the burden of providing proof of the need to raise such rates, and shall be responsible to pay any costs associated with any audit conducted in an effort to provide such proof.

14.3 The CONTRACTOR must obtain and maintain in full force and effect, throughout the term of the AGREEMENT, performance security in the amount of one hundred thousand dollars (\$100,000) in one of the following forms:

14.3.1 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.,

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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. In addition, such performance bond shall:

14.3.1.1 Be payable to Mountain-Valley EMS Agency;

14.3.1.2 Be for a term of at least one (1) year, and any extension(s) of the term of such bond shall be for terms of at least one (1) year each;

14.3.1.3 Secure the full and faithful performance of all of CONTRACTOR's obligations under the AGREEMENT; and

14.3.1.4 Specifically recite and accept the AGREEMENT's requirements that the bonding company shall immediately release performance security funds to the AGENCY. The AGENCY's presentation of documentary evidence that the AGENCY Board of Directors or AGENCY Medical Director made the determination that CONTRACTOR is in Material Breach pursuant to provisions set forth herein, and the CONTRACTOR's Material Breach is a threat to the public health and safety.

14.3.2 An irrevocable standby letter of credit issued pursuant to this Section. Such irrevocable standby letter of credit, including the bank issuing the letter of credit, shall be acceptable in form and content to the AGENCY. In addition, such irrevocable standby letter of credit shall:

14.3.2.1 Be payable to the Mountain-Valley EMS Agency;

14.3.2.2 Be issued by a bank doing business in California;

14.3.2.3 Be for a term of at least one (1) year, and any extension(s) of the term of such letter of credit shall be for terms of at least one (1) year each;

14.3.2.4 Specifically recite and accept the AGREEMENT's requirements that the bank shall immediately release performance security funds to the AGENCY upon the AGENCY's presentation of documentary evidence that the AGENCY Board of Directors or AGENCY Medical Director, made the determination that CONTRACTOR is in Material Breach pursuant to provisions set forth herein, and the CONTRACTOR's Material

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Breach is a threat to the public health and safety.

14.4 There shall be no reimbursement from the AGENCY for services provided pursuant to this AGREEMENT except as provided pursuant to separate agreements.

15 - CONTRACT PERFORMANCE/TERM OF AGREEMENT

15.1 This AGREEMENT is an AGREEMENT by and between AGENCY and CONTRACTOR and is not intended to and shall not be construed to create the relationship of agency, servant, employee, partnership, joint venture, or association.

15.2 Amendments or modifications to the provisions of this AGREEMENT may be initiated by any party hereto and may only be incorporated into this AGREEMENT upon the mutual consent of all PARTIES and must be in writing.

15.3 The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions of this AGREEMENT in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, or conditions, but all of the same shall be and remain in full force and effect.

15.4 If any portion of this AGREEMENT is deemed contrary to law by a court of law, that fact shall in no way affect the remaining portions and provisions of this AGREEMENT which shall remain in full force.

15.5 This AGREEMENT shall not be deemed to have been made for the implied benefit of any person who is not a party hereto.

15.6 CONTRACTOR agrees to keep the AGENCY advised at all times of the name and location of the CONTRACTOR's parent company, if any.

15.7 Neither AGENCY nor CONTRACTOR shall assign this AGREEMENT to another party without obtaining the prior written consent of all other parties to this AGREEMENT.

15.8 The terms of this AGREEMENT shall be in full force and effect for a period of five (5) years beginning

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on the date first stated above, unless otherwise terminated or modified pursuant to the terms of the AGREEMENT or if upon written notice by either PARTY, that renegotiation of the AGREEMENT is desired. The AGREEMENT may be reviewed annually, and all PARTIES shall be under a duty to act in good faith to renegotiate the AGREEMENT on an annual basis if any PARTY expresses a need for such renegotiation. Such renegotiation shall not result in termination of this AGREEMENT. This AGREEMENT may be renewed for an additional five (5) years upon a finding by AGENCY and EMSOC that the CONTRACTOR has provided exceptional service while meeting the requirements of this AGREEMENT.

16 - BREACH/DEFAULT/TAKEOVER

16.1 Upon a determination by the AGENCY Medical Director that CONTRACTOR is in Material Breach that immediately threatens the public health and safety, CONTRACTOR may be required to immediately discontinue operations, forfeit to the AGENCY the performance security, and turn over to the AGENCY the CONTRACTORS equipment.

16.2 If the AGENCY determines that CONTRACTOR is in Material Breach, but the continued operation of CONTRACTOR does not appear to be an immediate threat to the public health and safety, the following process shall be followed:

16.2.1 AGENCY shall provide CONTRACTOR written notification of the Material Breach, and CONTRACTOR shall have sixty (60) days to correct said breach;

16.2.2 If the Material Breach is not corrected within sixty (60) days, or if CONTRACTOR disputes the finding of Material Breach, the matter shall be presented to the AGENCY Board of Directors at the next Board of Directors meeting.

16.2.3 If the AGENCY Board of Directors determines that a Material Breach has occurred and the health and safety of the public would not be endangered by allowing the CONTRACTOR to continue its operations, the AGENCY Board of Directors may direct the AGENCY to prepare a Request for Proposal (RFP) for

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the selection of an Ambulance Service provider for CONTRACTOR's service area(s).

16.2.4 If the AGENCY Board of Directors determines that a Material Breach has occurred and that the public health and safety would be endangered by allowing CONTRACTOR to continue operations, the CONTRACTOR shall forfeit to the AGENCY the performance security and turn over to the AGENCY the CONTRACTORS equipment as described below.

16.2.5 CONTRACTOR shall cooperate fully with AGENCY to affect an immediate takeover by AGENCY of CONTRACTOR'S equipment and vehicles as described in this AGREEMENT. Upon a determination by the AGENCY Board of Directors that a Material Breach has occurred as described herein, a takeover of said equipment may be implemented at any time.

16.2.6 All of CONTRACTOR's vehicles and related property, including, but not limited to, dispatch and medical equipment, supplies and facilities necessary for the performance of services utilized in the performance of this AGREEMENT shall be deemed assigned to AGENCY for a maximum of ninety (90) days. CONTRACTOR shall promptly deliver to AGENCY all vehicles and equipment utilized in the performance of this AGREEMENT including, but not limited to, ambulances, quick response vehicles, supervisor vehicles, sites used to house equipment, vehicles and staff, maintenance facilities, and communications equipment. CONTRACTOR's assignment to AGENCY shall include the number of vehicles used by CONTRACTOR'S System Status Plan for the peak hour of the day, peak day of the week, for Ambulance Services under the terms of this AGREEMENT. Each vehicle shall be equipped at a level in accordance with its utilization in CONTRACTOR'S System Status Plan and in accordance with EMS Agency Policies, Procedures, and Protocols, including all supplies necessary for minimum stocking levels of such vehicles.

16.2.7 CONTRACTOR shall be required to deliver the above delineated vehicles and equipment to AGENCY in mitigation of any damages to AGENCY resulting from CONTRACTOR'S breach. AGENCY shall also be entitled to utilize, at CONTRACTOR'S cost, all other services and supplies of CONTRACTOR or available to CONTRACTOR not previously addressed, including: billing services, maintenance, administrative consulting, and management services. CONTRACTOR shall assign all applicable service, supply, or other agreements to AGENCY or,

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if such agreements require consent for assignment, shall use its best efforts to obtain such consent. CONTRACTOR'S delivery to AGENCY of all items listed in 16.2.5, 16.2.6, and 16.2.7, shall be provided by CONTRACTOR at no cost to AGENCY. AGENCY shall return all equipment listed in 16.2.5, 16.2.6 and 16.2.7 to CONTRACTOR within ninety (90) days of receipt of said equipment.

16.2.8 Consistent with the above provisions, CONTRACTOR shall cooperate completely and immediately with AGENCY to effect an immediate takeover by AGENCY of CONTRACTOR'S operations. Such takeover shall be effective immediately or within not more than seventy-two (72) hours, after such finding of Material Breach that threatens the public health and safety as determined by the AGENCY Board of Directors, or the AGENCY Medical Director. The AGENCY shall attempt to keep whole the existing staff and operations until such time as either a Request for Proposal can be issued and a new Contractor secured or another alternative method of ensuring the continuation of services can be implemented. The CONTRACTOR shall not be prevented from disputing any such finding of Material Breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the AGENCY.

16.2.9 These provisions are specifically stipulated and agreed to by both PARTIES as being reasonable and necessary for the protection of the public health and safety, and any legal dispute concerning the finding that a Material Breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the AGENCY'S access to the performance security funds or to CONTRACTOR'S equipment.

16.2.10 CONTRACTOR'S cooperation with and full support of such emergency takeover shall not be construed as acceptance by the CONTRACTOR of the finding of Material Breach, and shall not in any way jeopardize CONTRACTOR'S right to recovery should a court later find that declaration of Material Breach was made in error. However, failure on the part of CONTRACTOR to cooperate fully with the AGENCY to effect a safe and smooth takeover of operations shall itself constitute a Material Breach of this AGREEMENT, even if it was later determined that the original declaration of Material Breach was made in error.

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16.2.11 Such forfeit of performance security and delivery of equipment and facilities shall not preclude AGENCY from pursuing any other remedy it may have against CONTRACTOR or seeking and recovering indemnity against CONTRACTOR in the event of CONTRACTOR's Material Breach of the AGREEMENT.

16.2.12 The AGENCY Board of Directors shall be the final authority for the County under this section. If the AGENCY Board of Directors declared the CONTRACTOR to be in Material Breach of this AGREEMENT on grounds other than performance deficiencies that are determined by the AGENCY Board of Directors to be dangerous to public health and safety, the CONTRACTOR may dispute the AGENCY Board of Director's claim of Material Breach without allowing takeover of operations by the AGENCY prior to legal resolution of the dispute.

16.3 Any unexpended proceeds from the forfeited performance security will be retained by AGENCY for use in further enhancement of the emergency medical services system in Calaveras County.

17 - MISCELLANEOUS

17.1 There shall be no reimbursement from the AGENCY for services provided pursuant to this AGREEMENT except as provided pursuant to separate agreements.

17.2 CONTRACTOR shall whenever possible, assist the AGENCY with public education programs.

17.3 CONTRACTOR shall participate in providing field training of EMT-1s, EMT-Ps and MICNs through Contracts with training institutions, unless CONTRACTOR provides AGENCY with just cause for not accepting a particular student or students from a particular training institution.

17.4 CONTRACTOR agrees to assist in the first responder system by offering in-service classes at each Fire Agency within CONTRACTOR's service area each year.

17.5 CONTRACTOR shall participate in disaster drills per AGENCY request.

17.6 CONTRACTOR agrees to adopt a "billing compliance program" that ensures accurate and legal billing practices.

17.7 CONTRACTOR shall participate in a Quality Improvement program consistent with AGENCY

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Policies, Procedures, and Protocols.

17.8 CONTRACTOR shall re-supply all First Responders with disposable supplies for all patients transported.

17.9 CONTRACTOR shall achieve and maintain for the life of the AGREEMENT, Commission on Accreditation of Ambulance Services within three (3) years of execution of this AGREEMENT. *(This section will only be included if winning bidder has agreed to achieve this accreditation in their Proposal).*

17.10 Should there be a change in the AGENCY's EMS Plan that results in the need to make amendments to this AGREEMENT, the PARTIES agree to negotiate in good faith to make such changes as are mutually deemed to be necessary.

17.11 AGENCY agrees that all Agency Policies, Procedures, and Protocols adopted by it shall be consistent with applicable state and federal laws.

17.12 CONTRACTOR shall, upon request of AGENCY, assist in servicing for a period not to exceed ninety (90) days, any other Ambulance Zone within the County of Calaveras for which an Ambulance Provider Agreement has been suspended, terminated, or the number of ambulances in the other Ambulance Zone has been reduced for any reason. Response time requirements for services provided in such geographic area(s) will be waived during this period.

ATTACHMENTS

The Attachments to be included in this AGREEMENT are as follows:

Exhibit-A. COUNTY Maps Zones/Grid-Quadrant Maps & Demographics

Exhibit-B. CONTRACTOR Maps of Station Locations

Exhibit-C. CONTRACTOR's Preventative Maintenance Plans

Exhibit-D. Stipulations for Interfacility Transfers

Exhibit-E. Definitions for Interfacility Transfers

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above

written.

AGENCY

By _____

Title _____

Date _____

CONTRACTOR

By _____

Title _____

Date _____

Approved as to Form:

By _____

Title _____

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EXHIBIT - D

CONTRACTOR shall be the exclusive provider of ALS Interfacility Transfer services from Acute Care Facilities within Calaveras County in all cases in which CONTRACTOR is able to satisfy the following requirements of the Acute Care Facility requesting the patient transfer:

1. CONTRACTOR is able to provide an ALS Ambulance within the time required for the type of Interfacility Transfer defined in Exhibit-E.
2. CONTRACTOR is able to provide an ALS Ambulance that has adequate oxygen to transport a patient at a specific requested liter flow throughout the duration of the transport.
3. CONTRACTOR is able to provide an ALS Ambulance with the following "non-standard" supplies/equipment if required by the Acute Care Facility: reference charts/tables which provide infusion rates/calculations based on appropriate patient weights and dosages, electronic pump and tubing capable of delivering drug infusions at specified dosages or an inverter capable of charging all medical equipment during transport.
4. If CONTRACTOR is unable to meet the requirements specified in 1. through 3. above for a specific ALS Interfacility Transfer, CONTRACTOR shall inform the Acute Care Facility within fifteen minutes of receiving the request. Upon notice that CONTRACTOR is unable to meet said requirement(s), the Acute Care Facility may seek an alternate Ambulance Provider that is able to fill the specific request to transport the patient and the alternate ALS Ambulance Provider shall not be determined to be infringing upon the ALS exclusivity of CONTRACTOR.

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Exhibit E

Definitions for Interfacility Transfers

Contractor(s) shall respond to hospital requests for interfacility transfer in the following manner and using the following definitions:

- 1) Immediate Transfer – shall mean an emergency transfer. This 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 retains a chute time requirement for these transfers just as they would for a Code-Three 911 request.
- 2) Scheduled Immediate Transfer - shall mean a request for an ambulance transfer at a specific time more than one hour in the future. This shall be requested when a scheduled appointment requires the ambulance transfer of a patient at a specific time in order to meet scheduling requirements at a receiving facility. If the transport provider is aware at the time of request that they will be unable to accomplish the transfer at the time requested, they shall offer to arrange for an alternate transport provider. The hospital shall retain the right to arrange for an alternate transport provider if the Contractor is unable to meet the timeline set for the Scheduled Immediate Transfer.
- 3) Delayed Transfer – shall mean a request for transfer as soon as possible. The transport provider shall dispatch a transfer unit promptly, as soon as the 911 system status allows. If the transport provider is aware at the time of request that they will be unable to accomplish the transfer within 60 minutes of the time of request, they shall offer to arrange for an alternate transport provider.
- 4) Non-emergency Transfer – shall generally be a pre-arranged transfer for a medically stable patient. The timeliness of this type of transfer would have no foreseeable bearing on the patient's medical condition.