

REQUEST FOR PROPOSALS
EMERGENCY AMBULANCE SERVICE
FOR
INYO COUNTY
2005

Proposal submittal deadline:

2/27/06 at 5:00 PM

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NOTICE TO PROPOSERS

This Request for Proposal does not commit the INYO COUNTY Department of Health and Human Services (INYO COUNTY) to award a contract, to pay costs incurred in the preparation of a Proposal responding to this request, or to procure a contract for service. INYO COUNTY reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with qualified proposers the restructuring of system design elements, or to cancel in part or in its entirety the Request for Proposal if it is in the best interests of INYO COUNTY to do so. INYO COUNTY may also require the proposer selected to participate in negotiations concerning the extent of services to be provided. Although cost to the consumer will be considered as part of the Proposal, this procurement is **not** a low bid process. The contract, if awarded, will be negotiated with the proposer who can best meet INYO COUNTY's needs as identified in this Request for Proposal.

Estimated Business Volume

INYO COUNTY specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients or distance of transports which will be associated with this procurement.

TIMETABLE
(Pacific Standard Time)

11/7/05	Request for Proposal available
12/9/05 by 5:00 PM	Deadline for submission of written questions to be answered at Pre-Bid Conference – Submission to INYO COUNTY Department of Health and Human Services ATTN: Jean Dickinson, Director 1351 Rocking W Drive Bishop, CA 93514
1/11/06 at 2:00 PM	Pre-Bid Conference Bishop, CA
1/25/06	Written Responses to Questions of Pre-Bid Conference
2/27/06 at 5:00 PM	Proposals due 5:00 p.m. INYO COUNTY Department of Health and Human Services ATTN: Jean Dickinson, Director 1351 Rocking W Drive Bishop, CA 93514
3/20/06	Announcement of ICHHS selection after reviewing Proposals
June, 2006	Negotiations complete; contracts submitted to INYO COUNTY Board of Supervisors for approval.
July, 2006	Implementation/Effective date of contract

I. INTRODUCTION

This is a Request for Proposals (RFP) for an emergency medical ground transportation system at an Advanced Life Support (ALS) and Basic Life Support (BLS) levels of service for INYO COUNTY. The successful proposer(s) will be awarded an exclusive eight-year contract to provide emergency medical ambulance services for the areas as listed below (IA) for the period November 1, 2005 through October 31, 2013) with an option to extend by mutual agreement for up to two 2-year periods. ICEMA, on behalf of INYO COUNTY, reserves the right to enter into separate transport agreements with ground and air ambulance providers. The Inland Counties Emergency Medical Agency (ICEMA) is the local EMS Agency for INYO COUNTY.

INYO COUNTY will contract with one or more public entities or private ambulance companies to provide this service. Contractor shall be required to respond to all emergency medical calls within Contractor's designated geographic area of responsibility when requested by the INYO COUNTY designated medical dispatch center(s). Each proposer is required to submit a Proposal describing applicant's qualifications to provide emergency ambulance service and plans to meet or exceed the performance standards identified in this RFP.

A. Emergency Response Areas (ERA's)

Proposals are being sought for four of the County's designated operating areas (OA):

- OA1 - Bishop
North-County Line, Hwy 395
South-Keough's Rd. Hwy 395
East- Mono County Line, Hwy 6
West- Roads End
- OA4 - Lone Pine
North-Aqueduct crossing at George's creek, Hwy 395
South-Cottonwood Creek, Hwy 395
East-Towne's Pass, Hwy 190
West-Roads End
- OA5 - Olancha
North-Cottonwood Creek, Hwy 395
South-South entrance of Little Lake, Hwy 395 (inclusive of Little Lake)
East-Hwy 136/190 crossing, to China Lake NWC boundaries
West-Roads End
- OA6 - Little Lake
North-South entrance of Little Lake, Hwy 395 (excluding Little Lake)
South-Kern County Line, Hwy 395
East-China Lake NWC boundaries
West-Roads End

Proposer must submit separate Proposals for each operating area.

A detailed map delineating the four INYO COUNTY operating areas is on file at the INYO COUNTY Department of Health and Human Services at P. O. Drawer H (155 E. Market St.)

Independence, CA 93526.

EOAs 2, 3, 7, 8, & 9 ARE EXCLUDED FROM THIS PROCUREMENT PROCESS.

- **EOA2 - Big Pine**
North-Keough's Rd., Hwy 395
South-Aberdeen Rd., Hwy 395
East-Roads end
West-Roads end

- **EOA3 - Independence**
North-Aberdeen Rd., Hwy 395
South-Aqueduct crossing at George's creek, Hwy 395
East-Roads end
West-Roads end

- **EOA7 - Panamint Valley**
North-Death Valley National Park
South-Kern County Line
East-Death Valley National Park Boundary
West-Chino Lake Boundary

- **EOA8 - Death Valley National Park**
North-Death Valley National Park Boundary
South-Death Valley National Park Boundary
East-Nevada State Line
West-Death Valley National Park Boundary, Saline Valley Road

- **EOA9 - Tecopa/Shoshone**
North-Park Service Boundary
South-San Bernardino County Line
East-Nevada State Line
West-Park Service Boundary

Data Classes

Persons/Sq Mile

- 0 - 6
- 7 - 50
- 51 - 1329

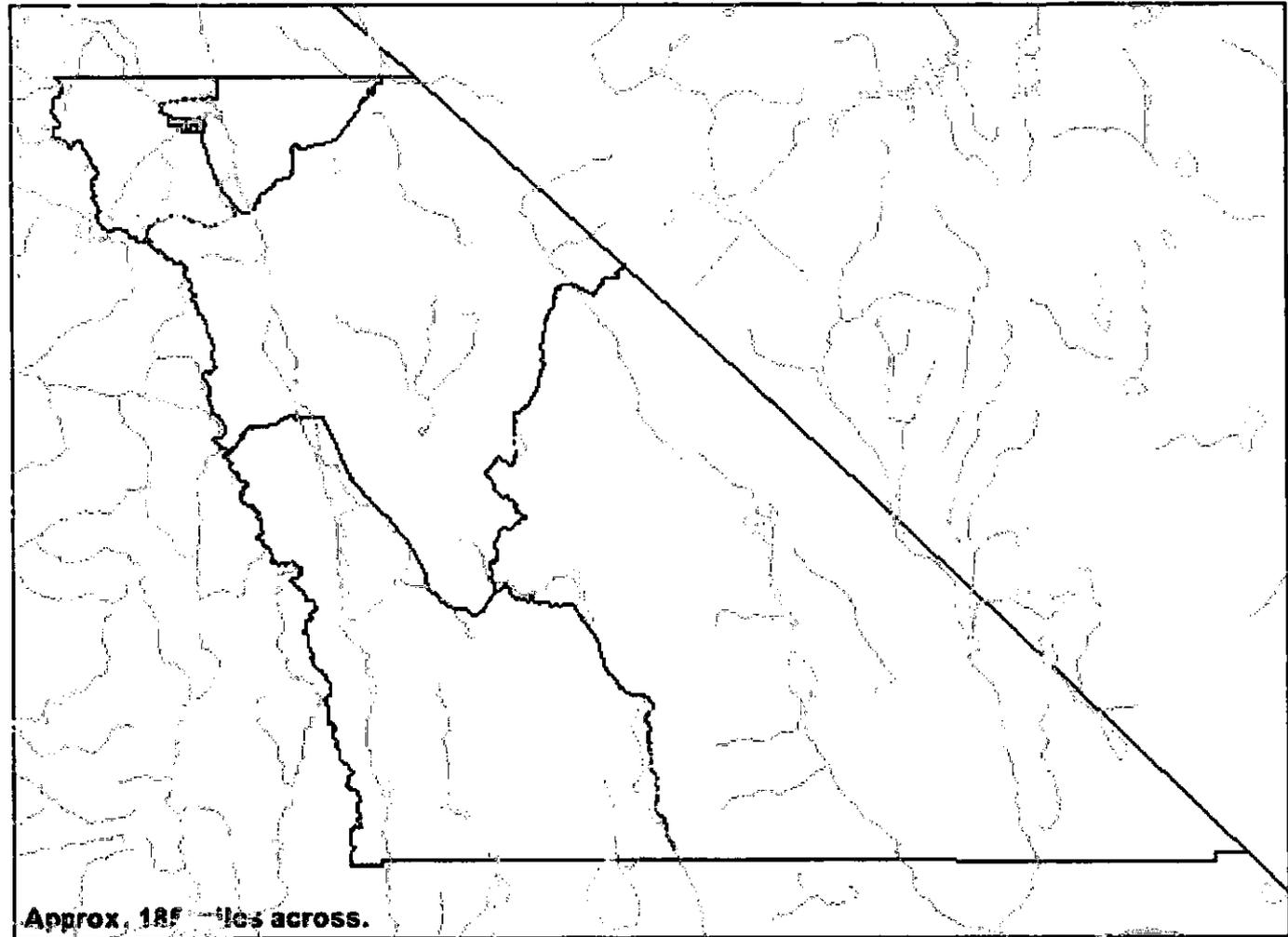
Features

Major Road

Stream/Waterbody

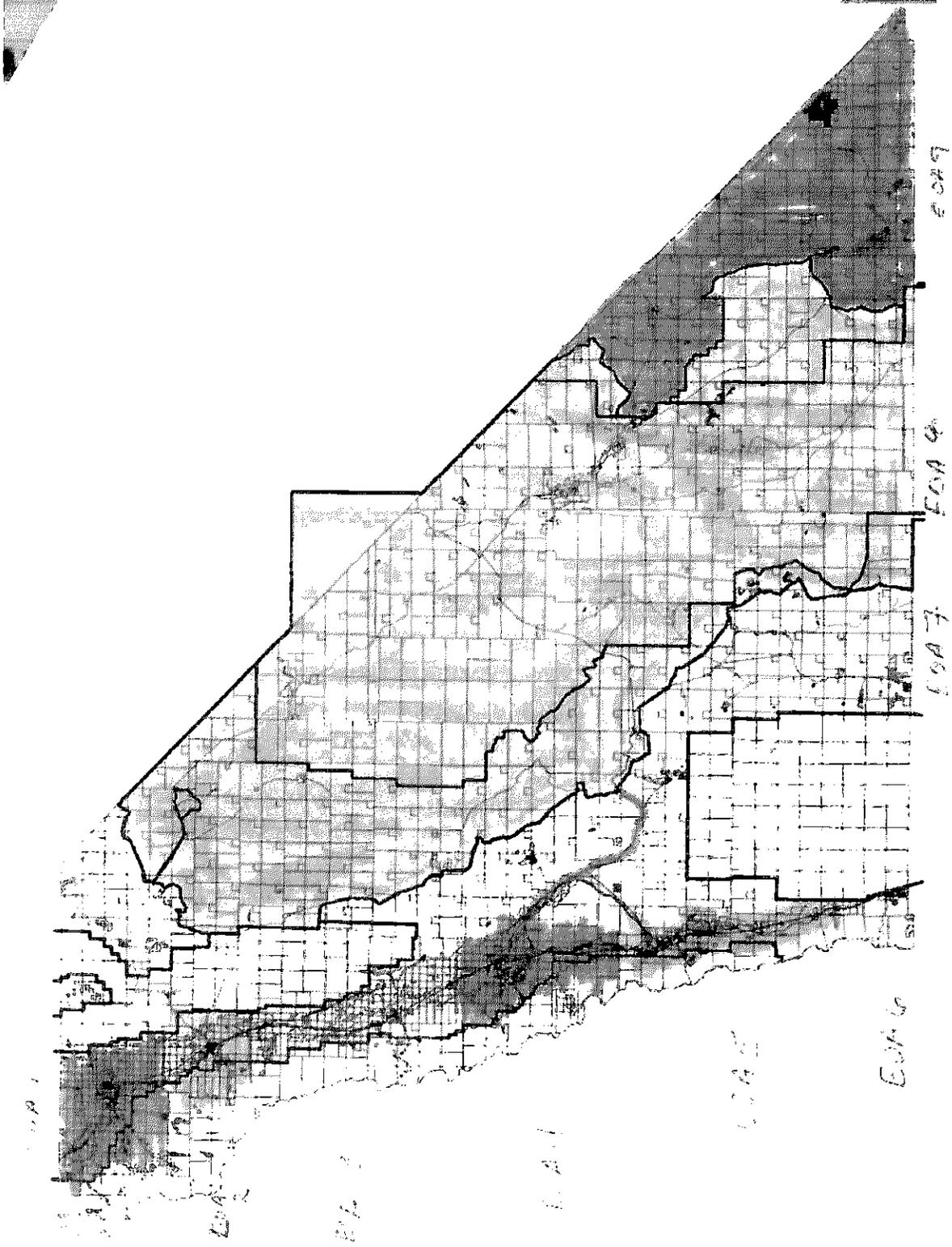
Stream/Waterbody

Items in text
are not visible
at this zoom level



Approx. 185 miles across.

AMBULANCE OPERATING AREA MAPS



Response Time Requirements

E.O.A. 4-Lone Pine
E.O. A 5-Olancha
E.O.A 6-Little Lake

All have been designated Wilderness Areas with a response time of 99:59 minutes.

FORMS AND INFORMATION FOR INCLUSION IN PROPOSAL

Form A - Cover Sheet

Form B - Acceptance of Minimum Standards

In addition the following must be included in the proposal:

- 1. A section for "Credentials" which describes Proposer's business credentials and qualifications (see Section III. CREDENTIALS AND QUALIFICATIONS INFORMATION, Page 12); and**
- 2. Service Proposal which describes proposed services to be provided (See Section IV. SERVICE PROPOSAL, Page 14)**

FORM A
FACE SHEET

Page 1 of 2

PROPOSAL TO PROVIDE EMERGENCY AMBULANCE SERVICES TO
INYO COUNTY

2005

THIS FORM MUST APPEAR ON THE FRONT OF THE PROPOSAL

This is a Proposal to contract with INYO COUNTY to provide primary emergency ambulance services within the Exclusive Operating Areas designated below to persons requesting said services.

NAME OF
BIDDER: _____

dba _____
LEGAL
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____ PHONE: _____

ADDRESS FOR MAILINGS (if different):

This Proposal is to provide services in the following Operating Area(s): (check)

___ OA1 - Bishop
North- County Line, Hwy 395
South- Keough's Rd. Hwy 395
East- Mono County Line, Hwy 6
West- Roads End

___ OA4 - Lone Pine
North- Aqueduct crossing at George's creek, Hwy 395
South- Cottonwood Creek, Hwy 395
East- Towne's Pass, Hwy 190
West- Roads End

FORM A-FACE SHEET
Page 2 of 2

____ OA5 - Olancha
North- Cottonwood Creek, Hwy 395
South- South entrance of Little Lake, Hwy 395 (inclusive of Little Lake)
East- Hwy 136/190 crossing, to China Lake NWC boundaries
West- Roads End

____ OA6 - Little Lake
North- South entrance of Little Lake, Hwy 395 (excluding Little Lake)
South- Kern County Line, Hwy 395
East- China Lake NWC boundaries
West- Roads End

-

OFFICIAL USE ONLY: DO NOT FILL IN THIS SECTION

DATE RECEIVED: _____ TIME RECEIVED: _____

BY: _____

**FORM B
ACCEPTANCE OF MINIMUM STANDARDS**

THIS FORM MUST BE INCLUDED IN THE PROPOSAL

Check acceptance of each minimum standard below. An explanation should be attached for any minimum standard not checked for acceptance. INYO COUNTY may reject any Proposal which does not meet all minimum standards.

Response Time/Performance Standards

- 1. Maximum ten (10) minute response to 90 percent of all calls dispatched Code 3 in Urban area; thirty (30) minute response in Rural areas; and one hundred (100) minute response in Wilderness areas (refer to Appendix 3). Exemptions may be considered by ICEMA for circumstances beyond the control of the Contractor.
- 2. Ambulances to be redeployed or additional ambulance hours added if response time performance standard is not met.
- 3. All times necessary to determine total ambulance response time, total on-scene time and total time for transport to hospital to be documented, and to be reported to ICEMA on a monthly basis. Response times to be calculated from time request is received at ambulance dispatch center, until ambulance unit arrives on scene (wheels stop at scene or staging area).

Clinical and Staffing Standards

- 4. ALS Ambulances to be staffed with one currently licensed paramedic accredited to practice in the ICEMA region and one currently certified EMT-I. BLS Ambulance, staffed with two currently certified EMT-Is.
- 5. All paramedics responding to potentially life threatening emergency medical requests to be ACLS certified by the American Heart Association.
- 6. All new field personnel to be provided an orientation program which meets requirements identified in the RFP prior to being assigned as a required ambulance unit crewmember.
- 7. An on-going driver-training program to be provided for all ambulance drivers.
- 8. All ambulance personnel and supervisory staff to be trained and prepared to respond in their respective roles within the Incident Command System.
- 9. Ambulance personnel to be provided with the knowledge and skills to effectively manage complex situations related to patient/family management, including patients with disabilities and grieving families as well as patients with psychiatric and other behavioral or stress related problems.
- 10. Policies for infection control and contaminated materials disposal to be strictly enforced.

Quality Improvement (QI) Program

- ___ 11. A comprehensive continuous quality improvement (CQI) program as specified in RFP and in conjunction with ICEMA's evolving overall CQI program to be established and maintained. Both clinical and operational aspects of patient care services to be evaluated by CQI program.
- ___ 12. The individual responsible for the overall coordination of the CQI program to have had specialized preparation in CQI principles and techniques.

Working Conditions

- ___ 14. Ongoing stress reduction and critical incident stress debriefing program to be available for employees.

Administration and Operations

- ___ 15. Individual with supervisory authority to be available at all times within County.
- ___ 16. ICEMA EMS policies and procedures to be accepted as minimum standards for EMS operations for ambulance personnel.
- ___ 17. Internal communications and reporting policies to be implemented to assure accurate dissemination of information.

Ambulance Vehicles and Equipment

- ___ 18. Ambulance vehicles to meet the standards of Title XIII, California Administrative Code.

Communications Equipment and Dispatch

- ___ 19. All radios operating on County frequencies to be maintained to County standards and to pass annual inspection conducted by County.

Disaster, Multi-casualty, Mutual Aid Response, Standby

- ___ 20. Emergency assistance to be provided in multi-patient situations at any location as directed by PSAP.
- ___ 21. Emergency assistance to be provided following the Incident Command System.
- ___ 22. Participation to be provided in multi-patient and disaster response training and exercises conducted by County.
- ___ 23. Mutual aid response to be provided to any location within the County when directed by County.

Records, Reports, Audits, Inspections

- ___ 24. ICEMA approved patient care record (01A) (scantron or electronic) to be used on all ambulance responses including patient contact, non-transport, and canceled calls.
- ___ 25. ICEMA to be provided with statistical data as specified in the RFP.
- ___ 26. ICEMA to be provided with paramedic and EMT-I employee data as specified in RFP.
- ___ 27. Separate financial records to be maintained for INYO COUNTY contract operations.
These financial records are proprietary.
- ___ 28. INYO COUNTY to be allowed to audit or inspect any aspect of Contractor's business related to provisions of the Contract.

Billing/Collection Services

- ___ 29. Billing system to automatically generate Medicare and Medicaid statements.
- ___ 30. Billing system to itemize on patient bills all procedures and supplies employed, whether billed separately or included in base rate.
- ___ 31. Billing system to 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.

B. Current EMS Services Delivery

In INYO COUNTY, EMS services are typically provided in response to a medical emergency reported through the 9-1-1 emergency telephone system. A 9-1-1 call placed from any telephone is automatically routed to the appropriate designated Public Safety Answering Point (PSAP). A dispatcher or complaint operator at the PSAP determines the nature of the emergency and, if the PSAP is a County designated 9-1-1 medical answering point, obtains information necessary to dispatch or request the appropriate response units. If the PSAP is not a County designated 9-1-1 medical answering point, the call is transferred to a secondary PSAP which is a County designated 9-1-1 medical answering point.

Computer aided dispatch systems are not currently utilized in INYO COUNTY. Emergency Medical Dispatching (EMD) programs have also not been implemented in the PSAPs.

Emergency ambulance service is currently provided by the following providers:

- OA 1 Symons Emergency Special
- OA4 ~~▪ OA 3~~ Lone Pine Volunteer Fire Department
- OA 5 Olancho-Cartago Fire Department
- OA 6 Liberty Ambulance

Existing ICEMA response time standards require emergency ambulance response within 9:59 minutes of receipt of call for responses within the designated urban areas, and within 29:59 minutes in designated rural areas, and 99:59 minutes in designated wilderness areas for 90 percent of all Code 3 dispatched calls (refer to Appendix 3). Exemptions are made to the response time standard for situations which are out of the control of the provider.

ALS Ambulances must be staffed with one paramedic-trained and one EMT-I-trained personnel. Exceptions to staffing are considered when approved by the INYO COUNTY Board of Supervisors in underserved areas. Paramedics work under the direction of base hospital medical personnel and are able to administer advanced life support. Basic life support (BLS) ambulance units are staffed by two EMT-I's.

Patient treatment and transport are carried out under State laws and regulations, as well as ICEMA policies, protocols, and procedures. These policies may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physician at a designated base hospital to obtain direction in management of the patient. Patients are transported to appropriate receiving facilities. Hospital destination is based upon ICEMA protocols. EMS Aircraft service is available to transport critical patients when ground ambulance transport time would be excessive and patient meets helicopter transport criteria.

II. PROPOSAL INSTRUCTIONS

A. Pre-Bid Process

Questions or suggested changes to the Request for Proposal should be submitted in writing to INYO COUNTY Department of Health and Human Services, 1351 Rocking W Drive, Bishop, Ca 93514 FAX: 760-873-6505. This material will be accepted prior to the bidder's conference, but no later than 5:00 pm Pacific Standard Time on the date specified in "Timetable".

B. Pre-Bid Conference

A pre-bid conference will be held to answer questions regarding the RFP specifications and process. The pre-bid conference will be held at the time and place specified in "Timetable". All written material received from potential bidders, as well as any related INYO COUNTY responses, will be distributed to all attendees of the bidders conference. Any changes or clarifications to the Request for Proposals made following the pre-bid conference will be distributed to all potential bidders who attend the pre-bid conference, or who have indicated in writing their intent to bid.

The selection process and Proposal evaluation criteria are described in the RFP. The successful proposer will be required to enter into a written agreement (contract) with INYO COUNTY. INYO COUNTY reserves the right to further negotiate performance requirements with any proposer(s) recommended as a result of the selection process. If additional time will be necessary for start-up of operations or for expansion of existing operations, projected time frame shall be described in the bidder's Proposal.

C. Instructions for Proposal Submission

One (1) original and two (2) copies of bidder's credential documentation and bidder's Proposal shall be submitted to:
INYO COUNTY Department of Health and Human Services
ATTN: Kelley Williams
1351 Rocking W Drive
Bishop, CA 93514

D. Proposal Organization

Each Proposal shall include two parts as well as the cover sheet and acceptance of standards:

1. A section for "Credentials" which describes Proposer's credentials and qualifications;
2. Service Proposal which describes proposed services to be provided.

Proposals shall incorporate all information requested in this RFP, in the order that it is requested. Performance standards for emergency ambulance service are identified in the Service Proposal section of the RFP and shall be addressed in the manner identified for each standard. Proposers may elect to use reference "exhibits" or "attachments" in the Proposal to provide additional detail, e.g., organizational programs, protocols and/or procedures, sample forms, etc. Any exhibits or attachments should be incorporated into a supplemental "reference document" which is to be a separate document from the proposal. All pages following the

cover sheet, including exhibits or attachments, must be numbered consecutively with the number appearing in the top right hand corner of the page beginning with page 1. Numbering of pages is also to show the total number of pages in your Proposal; example: Page 1 of 40, Page 2 of 40, Page 3 of 40...Page 40 of 40. Numbering in this manner will assure reviewers that there are no pages missing.

Each Proposal must contain all forms and the first page of the RFP is to consist of Form A - Face Sheet.

1. Part I - Credentials and Qualifications

The Credentials and Qualifications section is to consist of your organization's responses to each of the numbered items (#1 through #15) identified in Section III of this RFP. This section of the Proposal should provide pertinent information regarding your organization's existing emergency ambulance operations.

2. Part II - Service Proposal

The service Proposal shall be structured to incorporate the sections described below. Any information, which does not fit logically into one of the identified sections, shall be submitted under the section labeled "Other". A full description of proposed services shall be contained in the service Proposal section.

The required content of Service Proposal Plan consists of the following:

Section A - Procedures for Deployment

Section B - Acceptance of Minimum Requirements

Must include completed copy of Form B.

Section C - Plan to Meet or Exceed Service Standard

1. Response Time
2. Clinical and Staffing Standards
4. Administration and Operations
5. Equipment Requirements
6. Ambulance Dispatch System
7. Mutual Aid and Disaster Commitment
8. Reporting Requirements and Access to Records

III. CREDENTIALS AND QUALIFICATIONS INFORMATION

The Credentials and Qualifications section provides an opportunity for Proposer to submit information on Proposer's organization, management and operational experience. Information provided in this section will be evaluated using the following criteria:

- Experience as a sole provider of advanced life support (paramedic) or basic life support (EMT-I) emergency ambulance service to comparable populations and service areas.
- Demonstrated ability to meet response time standards.
- Demonstrated ability to provide a high level of clinical performance.
- Financial strength, stability, and business reputation.
- Demonstrated expertise in system management.

Responses to the following items should provide a structured description of the business history, management practices and qualifications of the proposer to provide emergency ambulance service as described in this RFP.

Each item must be addressed in the order and format identified.

1. Provide the name and address of your organization and of any organizational division which will be providing proposed services.
2. Provide the name of your organization's liaison for this procurement process. (All questions and correspondence will be directed to this person.)
3. List names, addresses and share of ownership of all owners of your organization or, if a publicly traded corporation, identify name, position in company, and share of ownership for all officers and directors. *(Not applicable to public governmental agencies)*
4. Provide a brief narrative description of your organization's holdings together with organizational chart depicting company's structure (including multi-site operations). List financial interests of the organization or parent company in other related businesses. *(Not applicable to public governmental agencies)*
5. Describe your organization's history in providing emergency ambulance service.
6. Identify each geographic location where your organization currently provides emergency ambulance services or provided emergency ambulance service during the past five years under a written agreement. For each agreement, specify the contract period; provide a general description of services provided including level of service (ALS/BLS); and provide the name and address of contracting agency, contact person and telephone number.

Emergency Ambulance Agreement Geographic area/contracting agency/ contact/address/phone	Contract Dates	Description of Services

7. For each contract listed above (item #6) and for the most recent 12-month period for which data is available, specify the number and level of ambulance unit transports conducted by your organization.

Agreement	12 mo. period	ALS	BLS	Response Standard

8. Provide details of any early termination of an emergency ambulance agreement with your organization.
9. List any commitments or potential commitments which may impact assets, lines of credit, guarantor letters, or otherwise affect your organization's ability to perform the contract if awarded. *(Not applicable to public governmental agencies)*
10. List the names, addresses and contact persons for at least two hospital emergency departments and two public safety agencies with which your organization has worked during the past year and which may serve as references.

11. Furnish documentation in such form as may be appropriate to establish your organization's current estimated net worth, and the form of that net worth, including its capacity to convert non-liquid assets into cash if needed. Provide an audited financial statement of current assets and liabilities for the past two years. *(Not applicable to public governmental agencies)*
12. Describe amount of current reserve borrowing power and provide supporting evidence including bank and other credit references for your organization. *(Not applicable to public governmental agencies)*
13. Submit a list including title of case, case number, and court, and monetary amount of any litigation within the past five (5) years involving your organization, or any principal officers thereof, in connection with any contract or bid for similar services.
14. Provide a summary of litigation involving your organization within the past five (5) years in connection with delivery of EMS services. Include case, case number, court, and monetary amount of any currently pending litigation.
15. Describe the circumstances of any bankruptcy filings or terminations of emergency ambulance services involving your organization within the past five (5) years.

IV. SERVICE PROPOSAL

Contractor's responsibilities under this procurement shall include ambulance response and transportation services for Code 2 and Code 3 ambulance response requests originating through the 9-1-1 or public safety dispatch system, interfacility transfers, as well as billing, collection, and accounts receivable management. All functions are to be carried out in accordance with clinical, response time, and other requirements specified in the Contract. Contractor will also furnish the support services associated with the delivery of primary emergency medical services such as equipment and vehicle maintenance; comprehensive quality improvement program; inventory control systems; in-service training; paramedic-assist training for first responders; program auditing; data collection and processing; maintenance of medical records and statistical data; public information and community education; and all other support services necessary to the effective delivery of high quality emergency ambulance service.

Performance standards for emergency ambulance service are identified in this part of the RFP and shall be addressed in the manner identified in italics for each standard.

A. Procedure for Deployment

1. Deployment Standards

Contractor shall maintain current written procedures for deployment which describes how emergency ambulance service, which meets response time and staffing standards, is made available to patients in INYO COUNTY.

Deployment procedures shall:

- (a) specify locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
- (b) describe 24 hour coverage strategies including coverage with minimal

- volunteers.
- (c) describe mechanisms to be implemented to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume within an OA.
 - (d) include a map identifying proposed ambulance station or post locations and identifying those geographic areas within a 10-minute, 30-minute and 100-minute response time of an ambulance station. (Map shall be based on existing road system, under non-peak daytime traffic conditions.)
 - (e) specify the anticipated average response times to each community including variations based upon variable deployment patterns.
 - (f) describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
 - (g) describe any notification procedures of on-call crews.
 - (h) describe any mandatory overtime requirements.
 - (i) describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
 - (j) describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

2. On-going Deployment Requirements

The Contractor may be required to redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. Failure by the Contractor to redeploy or add ambulance units within two months of notice by County shall constitute a material breach of contract. The Contractor shall be required to submit proposed changes in the deployment strategies in writing to the Contract Administrator thirty (30) days in advance. The 30-day notice may be waived if an emergency adjustment to the deployment strategies is needed to correct an acute performance problem.

Proposer shall agree to accept all on-going deployment requirements.

3. Deployment Parameters

All Contractor's ambulances for emergency medical response under the terms of its agreement with INYO COUNTY shall be dispatched only within assigned County emergency response area(s) (OAs), or as directed by a County Communications Center, or in compliance with policies or protocols established by ICEMA.

Proposer shall agree to operate all contract ambulances according to deployment parameters.

B. Response Time Performance Standards

Contractor's response times on requests for emergency medical service originating from within Contractor's OA(s) shall meet the following performance standards:

1. Potentially Life Threatening Emergency Response (Code 3)

The Contractor shall place an emergency ambulance on-scene for at least 90% of all potentially life threatening emergency ambulance requests originating in the OA within the response time standard(s) for the area.

Proposer shall agree to accept ICEMA response time performance standards for response to potentially life threatening emergency response (Code 3) requests. Proposer shall supply supporting documentation to demonstrate organization's ability to meet the response time criterion (refer to Appendix 3a/3b). Such documentation is to contain procedures including monitoring and verification procedures to be used to record and analyze response time statistics.

2. Response Time Exceptions

Exemptions to the response time standard may be considered by ICEMA and the Contract Administrator during a declared disaster or other extraordinary circumstances and circumstances beyond the control of the Contractor.

Proposer shall acknowledge that there will be no other response time exception standards or procedures.

3. Response Time Calculations

Response times should be calculated from time (hour, minute, second) call received at Contractor's dispatch center to time (hour, minute, second) ambulance arrives on scene (wheels stop at scene or staging area) or is cancelled.

Proposer shall agree to calculate ambulance response times as defined by ICEMA.

4. Documentation of Response Times

Contractor shall assure that all times necessary to determine total ambulance response time, total on-scene time and total time of transport to hospital are documented by the ambulance dispatch center as well as by ambulance personnel on the ICEMA 01A form, and Scantron or electronic submission. Critical times shall include time call received, time ambulance crew notified, time crew enroute to scene, arrival at scene time, time enroute to hospital, and arrival at hospital time.

Proposer shall assure that necessary response times are documented by ambulance personnel and by the ambulance dispatch center.

5. Failure to Provide Data to Determine Compliance

When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. Contractor, in order to rectify the failure to report an on-scene time may demonstrate to the satisfaction of Contract Administrator an accurate on-scene time within ten (10) days of the date of the call.

Proposer shall agree to provide data necessary to determine response time compliance.

6. Disputes

If Contractor disputes ICEMA's response time calculations, Contractor may appeal to ICEMA in writing within seven (7) calendar days of receipt describing the problem.

Proposer shall agree to the dispute procedure.

C. Clinical & Staffing Standards

INYO COUNTY expects that the performance of work and services related to the provision of emergency ambulance service will conform to high professional standards and will comply with all applicable State laws and regulations, and ICEMA policies, procedures and field treatment guidelines. All persons employed by Contractor in the performance of work under this contract shall be competent and holders of appropriate and currently valid certificates/licenses in their respective trade or profession. Contractor shall be held accountable for his employees' performance and actions. INYO COUNTY also expects professional and courteous conduct at all times from all members of Contractor's organization.

Proposals shall include Proposer's commitment to assure that all ambulance and field supervisory personnel meet or exceed clinical/operational standards established by ICEMA policies, procedures and field treatment guidelines.

1. Ambulance Staffing

Contractor shall respond an Advanced Life Support (ALS) ambulance staffed with one currently licensed/accredited paramedic and one currently certified EMT-I (Plan B) on all potentially life threatening emergency medical requests as determined by ICEMA dispatch protocols. However, BLS units staffed with two EMT-I's may be sent to requests for BLS interfacility transfers, and multi-unit response. In addition, BLS units may be sent to requests for emergency medical requests in areas where it has been determined that ALS cannot be provided 24-hour-day, 7 days/week or where ALS units are not available due to commitment to other 9-1-1 calls or interfacility transports.

Proposer shall agree to meet ambulance staffing standards set by ICEMA, and shall describe the mechanism for assuring that these standards will be met.

2. Credentialing of Ambulance Personnel

All ambulance personnel responding to emergency medical requests shall be appropriately credentialed. It is Contractor's responsibility to assure that Contractor's employees meet this standard.

Proposer shall describe the system for assuring that all ambulance personnel responding on ambulances meet applicable licensing and accreditation, or certification requirements.

3. Required Advanced Cardiac Life Support (ACLS)

All paramedics responding to emergency medical requests shall be currently certified in Advanced Cardiac Life Support (ACLS) by the American Heart Association. It is Contractor's responsibility to assure that this standard is met.

Proposer shall describe mechanism for assuring that all ambulance personnel meet ACLS certification standards.

4. Required Advanced Skills Training

Paramedics accredited in ICEMA region shall complete training in advanced skills including adult oral intubation and all skills and medications listed in the County's defined scope of practice for paramedics, prior to performing these skills on patients in the field setting. It shall be Contractor's responsibility to assure that paramedics assigned to each ALS unit have completed this training.

Proposer shall describe the mechanism for assuring that paramedic personnel meet advanced skills training requirements and for assuring that all ALS units are staffed with an individual trained to provide these skills.

5. Orientation Of New Personnel

Contractor shall assure that all field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, EMS system overview; EMS policies and procedures; radio communications with and between the Contractor, base hospital, receiving hospitals, and county communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities, emergency response areas within the county and in surrounding areas; and ambulance and equipment utilization and maintenance, in addition to Contractor's policies and procedures. Contractor shall be responsible for assuring that this standard is met.

Proposer shall commit to assuring that all ambulance personnel meet or exceed training and orientation standards, and shall describe the orientation program to be provided.

6. In-Service Training and Continuing Education

Contractor shall have a program for assuring field personnel are prepared to respond on emergency requests through orientation, in-service training and continuing education (CE). This program shall be reliably linked with and responsive to Contractor's quality improvement program.

Proposer shall describe its In-Service and Continuing Education Program.

7. Preparation for Multi-Casualty Response

Contractor shall assure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities during a Multi-Casualty Incident as well as the County Disaster Plan. At a multi-casualty scene, Contractor's personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with Standardized Emergency Management System (SEMS) legislation (California Government Code Section 8607).

Proposer shall describe mechanism for assuring that personnel are trained and prepared to assume responsibilities in multi-casualty situations in accordance with SEMS and ICS.

8. Continuous Quality Improvement Program

Contractor shall have a comprehensive continuous quality improvement (CQI) program approved by ICEMA (California Code of Regulations, Section 100166), and designed to interface with ICEMA's evolving CQI Program, including participation in system related CQI activities. The Contractor's CQI program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care provided for the purpose of improving patient care service and outcome. The Contractor's CQI program shall integrate medical and operational aspects of care, and comply with ICEMA policies, procedures and protocols. Contractor's CQI program shall also include a mechanism for notifying ICEMA of any unusual occurrences which could impact certification/licensure of any prehospital personnel.

Contractor shall provide Contract Administrator and ICEMA with a copy of its CQI plan within 6 months of contract implementation, with updates as developed. Contractor shall identify an individual as responsible for overall coordination of Contractor's local CQI program. This individual shall have specialized preparation in CQI principles/techniques to oversee this program.

Proposer shall commit to assure that all ambulance and field supervisory personnel meet or exceed clinical and operational standards established by ICEMA policies, procedures and treatment guidelines. Proposer shall describe continuous quality improvement program to be provided, including level and depth of organizational participation and training for personnel and submit to ICEMA for approval.

9. Dealing With Complex Field Situations

Contractor shall maintain an on-going program designed to provide ambulance personnel with the knowledge, understanding, and skills to effectively manage complex situations related to patient/family management in the field setting. Emphasis shall be placed on preparing ambulance crews to manage grieving families, to assist patients with special needs, as well as patients with psychiatric, drug/alcohol or other behavioral or stress related problems. Emphasis shall be on techniques for establishing a climate conducive to effective field management.

Proposer shall describe training to be provided and maintained to prepare ambulance personnel to effectively control complex situations related to patient/family and scene management in the field setting.

10. Infection Control

It is Contractor's responsibility to develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure of patients, families, first responders and ambulance staff. Infection control policies shall meet the latest OSHA

requirements and shall contain provisions for a system to assure compliance with ICEMA and INYO COUNTY policy for notification of exposure to all personnel and agencies involved, as well as for training of ambulance personnel in preventative practices, including training in universal precautions.

Proposer shall describe infection control policies, and procedures for enforcement.

D. Working Conditions for Ambulance Personnel

1. Critical Incident Stress Debriefing

The Contractor shall maintain a critical incident stress-debriefing procedure for its employees. Procedures shall be submitted to the Contract Administrator for approval.

Proposer shall describe procedure for critical incident stress debriefing and shall agree to submit procedure to Contract Administrator for approval.

2. Chemical Dependency Program

Contractor is required to have an organized procedure available to provide advice and assistance to employees with drug and/or alcohol related problems.

Proposer shall describe procedure to provide assistance to employees with drug and/or alcohol related problems.

3. Safety Equipment

Contractor shall provide personnel with equipment necessary to assure protection from illness or injury when responding to an emergency medical request.

Proposer shall describe steps taken to assure safety of field personnel.

E. Administration and Operations

1. Management

Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. Contractor shall assure that an on-duty individual, authorized to act on behalf of Contractor in all operational matters, is available to respond within the OA at all times.

Proposer shall describe management structure which will be established to administer/oversee emergency ambulance operations. Proposer shall describe how the "authorized individual" requirement will be met.

2. Field Supervision

Contractor shall provide supervisory personnel necessary to oversee and provide support to field personnel. At least one field supervisor with emergency

medical experience shall be available at all times.

Proposer shall describe how the field supervision requirement will be met.

3. Internal Communications and Reporting Policies

Contractor shall have an internal communications system and reporting policies/procedures in place so that information flows smoothly among ambulance crews, field supervisors and management personnel.

Proposer shall describe internal communications and reporting policies for field personnel.

4. Affirmative Action

Contractor shall have an active Affirmative Action Policy and Plan which provides a comprehensive approach to the maintenance of non-discriminatory employment policies, practices and procedures, as well as the promotion of a culturally diverse work environment. The Affirmative Action Plan shall comply with applicable Federal, State and County laws and regulations governing affirmative action.

Proposer shall describe its Affirmative Action Policy and Plan and the Plan's impact on Proposer's organization.

5. Job Actions

Contractor shall have a plan to be instituted if faced with labor strikes, worker slowdowns or any other concerted job actions by employees of Contractor's organization.

Proposer shall agree to have a plan to be implemented to assure continued service under contract during any period of concerted job actions by any personnel group. (Not applicable to public governmental agencies).

F. Equipment Requirements

1. Vehicles

Ambulances used to provide emergency medical transportation shall be well maintained, and shall provide ill or injured patients a safe and comfortable ride. Ambulance vehicles shall meet standards of Title XIII, California Code of Regulations and California Vehicle Code.

Proposer shall describe how ambulance vehicles will meet all legal requirements.

2. General Ambulance Equipment

Each ambulance unit shall carry all emergency supplies and equipment required by ICEMA. Vehicles, equipment, and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times.

Throughout the term of the Contract, equipment and supply requirements may be changed only with the approval of ICEMA.

Proposer shall agree to carry all supplies and equipment required by ICEMA.

3. Equipment and Supply Requirements

Contractor shall implement and maintain inventory control and equipment maintenance systems which will allow the ambulance fleet to remain fully stocked with quality equipment in good working order at all times. Contractor's plan for replacement of expendable equipment and supplies shall be self-sufficient and **shall not rely on receiving hospital stock or billing services unless expressly agreed to by receiving hospitals.**

Proposer shall describe inventory control system, equipment maintenance system and equipment/supply replacement plan to be used. Proposer shall describe procedures used by its organization to evaluate whether or not ambulances are adequately stocked with equipment and supplies.

4. Vehicle Maintenance

Contractor shall be responsible for furnishing all maintenance of vehicles, on-board equipment, and facilities used by the Contractor in performance of this work. The Contractor shall install and demonstrate evidence of an automated or manual vehicle maintenance program record keeping system including problem-reporting, feedback loop, problem pattern analyses, vehicle and equipment maintenance histories, operating and repair cost analyses, and vehicle replacement plan.

Proposer shall describe vehicle maintenance program and record keeping system to be used. Proposer shall describe vehicle replacement plan.

5. Medical Radio Communications

Contractor shall equip in accordance with ICEMA specifications all emergency ambulances, specialty response vehicles and supervisor vehicles used in providing Contract service communications equipment as specified in protocol. Contractor shall have an internal radio communications system in place which includes a portable communications link between Contractor's ambulance crews and its dispatch center.

Proposer shall agree to meet all communications requirements and standards and shall describe communications policies and procedures, as well as radio communications equipment to be used.

G. Disaster, Multicasualty, Mutual Aid Response, Standby

1. Multicasualty/Disaster Response

Contractor shall cooperate with INYO COUNTY and ICEMA in rendering emergency assistance during a declared or an undeclared disaster, or in multi-victim response as identified in ICEMA protocol or the INYO COUNTY Disaster

Plan. During disaster or declared multicasualty situations, Contractor will be exempted from all responsibilities for response-time performance until notified by INYO COUNTY or ICEMA. When Contractor is notified that multicasualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.

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

Proposer shall agree to cooperate with INYO COUNTY and ICEMA with regards to disaster medical response as well as other multi-victim response protocols.

2. Internal Disaster Response Notification

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

Proposer shall describe internal disaster response notification and recall plan.

3. Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate INYO COUNTY Health and Human Services and ICEMA staff during multicasualties, disaster response, hazardous materials incidents and other unusual occurrences.

Contractor shall describe mechanism for assuring appropriate Health Services and ICEMA personnel are kept informed of incidents on a real time basis.

4. Local Coverage

Contractor shall use best efforts to provide local standard emergency coverage during the course of a multicasualty or disaster situation.

Proposer shall commit to provide local emergency ambulance coverage during disaster/multicasualty response and shall describe mechanisms which could be used to see that this standard was met.

5. Interagency Training for Exercises/Drills

ICEMA and INYO COUNTY expects Contractor to participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

Proposer shall agree to participate in disaster drills and other interagency preparation for disaster response.

6. Mutual Aid Requirements

Contractor shall respond in a mutual aid capacity to other service areas within and outside of INYO COUNTY if so requested and adequate service coverage is not depleted in the OA.

Proposer shall agree to respond in mutual aid capacity.

7. Stand-By Service

Contractor shall provide stand-by services at the scene of an emergency incident within its emergency response area (OA) when directed by a designated EMS communications center upon request of a public safety agency. A unit placed on stand-by may respond to a 9-1-1 call within their OA.

Proposer shall agree to the stand-by service standards.

8. Ambulance Service Assistance

Contractor, to the best of its ability, shall assist in servicing any other emergency response areas where the INYO COUNTY contract for that response area has been suspended or terminated if requested to do so by INYO COUNTY or ICEMA.

Proposer shall agree to make best efforts to meet the ambulance service assistance standard.

H. Reporting Requirements and access to Records

Contractor shall agree to comply with the following reporting and record keeping requirements:

1. Patient Care Report Form

(a) Contractor shall utilize ICEMA's O1A form, Scantron or ICEMA approved computerized equivalent, for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transports.

(b) Records shall contain all information documented on the O1A and Scantron for all EMS system responses including patient contacts, cancelled calls, non-transports. Contractor shall be required to provide other data points which may be reasonably requested, including any needed modifications to support EMS system data collection.

Proposer shall agree to use an approved patient care records on all patient contacts, cancelled calls, and non-transports, and shall assure that prehospital personnel complete the forms according to ICEMA and State Standards. Proposer shall agree to provide ICEMA Scantron forms or computerized equivalent according to time frame established by ICEMA. Proposer shall agree to provide all statistical data in a computer readable format in a timely manner.

2. Audits/Inspections

Contractor shall maintain separate financial records for its INYO COUNTY operation in accordance with generally accepted accounting principles. INYO COUNTY may require financial statements for the INYO COUNTY operation audited by a Certified Public Accountant. All records shall be made available for onsite review and inspection upon request by INYO COUNTY. County retains the right to examine/audit said records at any reasonable time.

Proposer shall agree to maintain financial records according to County standards and shall agree to any financial audits or inspections by County.

3. Personnel Reports

Contractor shall provide ICEMA with data to establish a list of paramedics and EMT-Is currently employed by the contractor. Data shall include at a minimum, name, address, telephone number, California paramedic license number, ICEMA Certification/Accreditation number, ACLS expiration date, and California driver's license number. Contractor shall ensure that data is submitted regularly to assure the list is current.

Proposer shall agree to keep pertinent records on current paramedic employees and shall agree to regularly provide this information to ICEMA.

4. Other Reports

Contractor shall provide such other reports and records as may be reasonably required by INYO COUNTY and/or ICEMA.

Proposer shall agree to provide reports/records as reasonably required by INYO COUNTY and/or ICEMA.

5. Certificate of Inspection

Contractor shall submit ambulance radio equipment certificates of inspection following initial installation inspection and following annual inspection thereafter.

Proposer shall agree to submit certificates of inspection of ambulance radio equipment initially and annually thereafter.

6. Business Records

With reasonable notification and during normal business hours, INYO COUNTY shall have the right to review any and all business records including financial records of Contractor pertaining to this Contract. INYO COUNTY may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to, contracts, payroll, inventory, personnel and other records, daily logs or employment agreements. INYO COUNTY may require audited financial statements by a certified public accountant for Contractor's ambulance operation and/or separate business records of financial accounting of any other businesses that share overhead with Contractor's ambulance service operation.

Proposer shall agree to permit INYO COUNTY to review business records according to INYO COUNTY standards. Proposer shall agree to provide financial statements if requested and to provide a monthly report which demonstrates billing compliance with approved rate structure.

7. Retention of Records

Contractor shall retain all documents pertaining to Contract for five (5) years from the effective date of the Contract; and for any further period required by law. Upon request, Contractor shall make these records available to authorized

representatives of ICEMA, INYO COUNTY, the State of California, and the United States Government.

Proposer shall agree to retain records according to ICEMA standards and shall agree to make these records available to authorized representatives of ICEMA, INYO COUNTY, State, and United States Government.

8 Observation of Operations

INYO COUNTY and ICEMA representatives may, at any time and without notification, directly observe Contractor's control center operations, maintenance facilities, and ambulance post locations, and may ride as "third person" to observe operation of any of Contractor's ambulances. INYO COUNTY and ICEMA staff shall conduct themselves in a professional and courteous manner and shall not interfere with Contractor's employees in performance of their duties or in employer/employee relationship.

Proposer shall agree to permit observation of Proposer's EMS related operations by INYO COUNTY and ICEMA.

I. Compensation-related Provisions

1. Maximum Pricing Requirements

Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates negotiated with INYO COUNTY. A schedule of billable charges shall be submitted for approval by INYO COUNTY prior to implementation.

Proposer shall agree to comply with rates established by INYO COUNTY.

2. Replacement and Charges for Billable Medical Supplies

Contractor shall be responsible for restocking ambulances with consumable medical supplies. Any increases in patient charges shall be approved by INYO COUNTY. Patient charge increases shall be approved in writing by INYO COUNTY at least thirty (30) days before taking effect.

Proposer shall agree to INYO COUNTY procedure for any patient charges increases.

J. Billing and Collections

1. Billing and Accounts Receivable Management

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

- (a) automatically generate Medicare and Medicaid statements.
- (b) itemize on patient bills all procedures and supplies employed, whether billed separately or included in base rate.

- (c) 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.

Proposer shall describe its billing and accounts receivable system and shall include samples of patient billing and collection notices (all variations). In addition Proposer shall describe its billing and accounts receivable system including policies and procedures related to:

- (a) *in-house and collection agency telephone protocols and mailers*
- (b) *acceptance of assignment for 3rd party billing*
- (c) *full or partial write-off of bills*
- (d) *assistance to patients in processing insurance claims*
- (e) *resolving customer disputes*
- (f) *use of collection agencies*
- (g) *computer system used for billing*
- (h) *any other information which may help to characterize the nature of your organization's rate setting, billing and collection practices.*

V. CONTRACT PROVISIONS

A. Term of Contract and Renewal Provisions

The Contract shall commence at 12:01 a.m., November 1, 2005. The Contract shall terminate at midnight, September 30, 2013, unless extended as provided for herein.

The Contract may be extended by mutual consent of INYO COUNTY and Contractor for a maximum of two extension periods of two years each, provided Contractor has met the requirements of INYO COUNTY and has earned the right to negotiate for renewal based on the performance criteria.

B. Service Plan

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

C. Annual Performance Evaluation

An annual evaluation report will be submitted by ICEMA to the Emergency Medical Care Committee (EMCC) for annual review. An evaluation report will be included in the annual EMCC report to the Inyo County Board of Supervisors.

The following criteria will be included in the performance evaluation:

1. Response time performance standards have been met at or above the minimum requirements in the Contract;
2. Clinical performance standards have been met at or above the minimum requirements in the Contract;
3. Programs to improve system performance have been initiated.

D. Insurance and Indemnification

Contractor shall keep in effect during the entire term of Contract and any extension or modification of Contract, insurance policies meeting the following insurance requirements required by ICEMA and INYO COUNTY.

Contractor shall agree to defend, save harmless and indemnify INYO COUNTY and ICEMA and their officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of Contractor under the terms of Contract, resulting from the conduct, negligent or otherwise, of Contractor, its agents or employees.

E. Response Area Exclusivity

Except for provision of backup services, or suspension of this Contract, INYO COUNTY shall not enter into agreements with any other provider in the operating area for ground response to emergency ambulance requests during the term of this Agreement.

F. Air Ambulance Transport

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

G. No Advertising

Contractor shall not, in the course of providing service under this Contract, advertise, promote, or endorse any other service or product provided by Contractor or any other firm.

H. Private Work

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

I. Retention of Records

Contractor shall retain all documents pertaining to Contract for five (5) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Contract's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of INYO COUNTY, ICEMA, the State of California, and the United States Government.

J. Breach of Contract

1. Notice of Default

INYO COUNTY shall have the right to terminate or cancel Contract or to pursue any appropriate legal remedy in the event Contractor materially breaches

Contract and shall fail to correct such default within seven (7) days following the service on it of a written notice by INYO COUNTY specifying the default or defaults complained of and the date of intended termination of rights hereunder absent cure.

2. Definitions of Breach

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

- (a) Willful failure of Contractor to operate the ambulance service system in a manner which enables ICEMA, INYO COUNTY, or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach but such willful and repeated breaches shall constitute a material breach;
- (b) Willful falsification of data supplied to INYO COUNTY or ICEMA by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under Contract;
- (c) Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;
- (d) Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Contractor;
- (e) Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing proposers during a subsequent bid cycle;
- (f) Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
- (g) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
- (h) Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
- (i) Repeated failure of Contractor to meet response time requirements after receiving notice of non-compliance from ICEMA;
- (j) Repeated failure of Contractor to respond to emergency medical requests
with a paramedic unit when ALS level of response is requested.
- (k) Failure of Contractor to provide and maintain the required insurance.
- (l) Failure of Contractor to comply with or exceed the minimum employee wage/salary benefit package as submitted as part of this RFP; or,
- (m) Willful and repeated material breaches of Contractor's backup provisions.

K. Emergency Takeover

- 1. In the event INYO COUNTY determines that a material breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in INYO COUNTY's opinion, such that health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the INYO COUNTY Board of Supervisors. If the Board concurs

that a breach has occurred and that health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with INYO COUNTY to affect an immediate takeover by INYO COUNTY of Contractor's ambulances and crew stations. Such takeover shall be effected within not more than 72 hours after Board of Supervisors' action.

2. In the event of an emergency takeover, Contractor shall deliver to County ambulances and associated equipment used in performance of Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with ICEMA ALS Policies and Procedures.
3. Contractor shall deliver ambulances and crew stations to County in mitigation of any damages to County resulting from Contractor's breach. However, during County's takeover of the ambulances and equipment, County and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to Contractor shall be equal to the aggregate monthly amount of Contractor's debt service on vehicles and equipment as documented by Contractor at Contract Manager's request, and verified by County Auditor. County Auditor shall disburse these payments directly to Contractor's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, County shall pay the contractor the rentals specified in Contract.
4. Nothing herein shall preclude County from seeking to recover from Contractor such rental and debt service payments as elements of damage from a breach. However, Contractor shall not be precluded from disputing the Board's findings or the nature and amount of County's damages, if any, through litigation. However, failure on the part of Contractor to cooperate fully with County to effect a safe/smooth takeover of operations shall itself constitute a breach of Contract, even if it is later determined that the original declaration of breach by the Board of Supervisors was made in error.
5. County shall indemnify, hold harmless, and defend Contractor against any and all claims arising out of County's use, care, custody, and control of stations, equipment and vehicles, including but not limited to, equipment defects, defects in material/workmanship, and negligent use of vehicles and equipment. County shall have the right to authorize the use of vehicles and equipment by another company. Should County require a substitute contractor to obtain insurance on equipment, or should County choose to obtain insurance on vehicles/equipment, Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.
6. County agrees to return Contractor's vehicles and equipment to Contractor in good working order, normal wear and tear excepted, at the end of takeover period. For any of Contractor's equipment not so returned, County shall pay Contractor fair market value of vehicle and equipment at time of takeover or shall pay Contractor reasonable costs of repair, or shall repair and return vehicles and equipment.
7. County may unilaterally terminate takeover period at any time, and return facilities and equipment to Contractor. The takeover period shall last, in County's judgment, no longer than is necessary to stabilize the EMS system and to protect the public health and safety by whatever means County chooses.
8. All of Contractor's vehicles and related equipment necessary for provision of

ALS services pursuant to this Contract are hereby leased to County during an emergency takeover period. Contractor shall maintain and provide to County a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers, and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ALS services hereunder shall be reported to County within 30 days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within 5 days of emergency takeover. *Emergency takeover procedures shall not apply to public safety agencies.*

L. Transition Planning

1. Competitive Bid Required

Contractor acknowledges that INYO COUNTY intends to conduct a competitive procurement process for the provision of emergency ambulance service within Contractor's Emergency Response Area(s) following termination of this Contract. Contractor acknowledges and agrees that INYO COUNTY may select a different ambulance service provider to provide exclusive emergency ambulance services within all or Operating Area(s) specified herein following said competitive procurement process.

2. Future Bid Cycles

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

M. Termination

1. Written Notice

This Contract may be canceled immediately by written mutual consent.

2. Breach of Contract

INYO COUNTY, upon written notice to Contractor, may terminate this Contract in accordance with Section J in the event Contractor breaches the Contract. In the event of such termination, INYO COUNTY may proceed with the work in any reasonable manner it chooses.

N. General Contract Provisions

In addition to the contract provisions listed in Section V, the written Contract will include general conditions required by INYO COUNTY in contracts such as this.

VI. PROPOSAL EVALUATION PROCESS

A. Structure

The bidding process will be conducted by INYO COUNTY. A multi-disciplinary Proposal review committee will be designated by INYO COUNTY Health Executive to evaluate and rank all Proposals received in response to this RFP. Meetings of the Proposal Review Committee will be closed to the public. In addition, INYO COUNTY may consider any other pertinent information before making a recommendation to the INYO COUNTY Board of Supervisors.

To assure a fair process for all proposers, Committee members will be asked to avoid discussing any Proposals or the RFP process with any proposer. **Proposers shall avoid any communications regarding Proposals or the RFP process with any committee member outside of the formal procurement process. If it is determined that proposer participation in such communications has occurred, Proposer's Proposal may be withdrawn from the review and designation process.**

B. Evaluation of Proposals

1. Credentials and Qualifications

This section will be evaluated to determine whether the proposer has the experience, resources and financial structure to provide the services identified in the request for Proposal, and will be rated as "qualified" or "not qualified". The following qualifying criteria will be used:

- (a) Experience as a sole provider in providing Advanced Life Support (paramedic) and/or Basic Life Support (EMT-I) service.
- (b) Demonstrated ability to meet response time standards.
- (c) Demonstrated ability to provide high level of clinical performance.
- (d) Financial strength and stability.
- (e) Demonstrated expertise in system management.

2. Service Proposals (Parts 2 and 3)

The service Proposal will be evaluated and scored based on the following criteria:

- | | | |
|-----|--|-----------|
| (a) | Deployment procedure/commitment to response standards | 30 points |
| (b) | Evidence of and commitment to clinical & staffing standards | 30 points |
| (c) | Communications & dispatch system/dispatcher preparation | 25 points |
| (d) | Equipment, maintenance & management | 15 points |
| (e) | Consumer charges/billing & collection program | 15 points |
| (f) | Evidence of and commitment to disaster/multi-victim preparedness | 10 points |
| (g) | Administration and operations | 10 points |

(h) Special features (refer to section C below)

10 points

Total 135 points

C. Commitment to Exceed Minimum Requirements

Ten additional points may be awarded by the Proposal Review Committee for a proposer committing to exceed minimum requirements in any of the following areas:

1. Response time/performance standards
2. Level of clinical sophistication
3. Dispatch system/dispatcher preparation
4. Administration and operations
5. Equipment, maintenance and vehicle management
6. Compensation package and working conditions
7. Disaster preparedness

D. Post Bid Meeting

Any proposer may be asked to meet with the Proposal Review Committee to provide additional information and/or answer Committee questions. Upon completion of Committee evaluations, INYO COUNTY staff may undertake additional investigation to verify claims made by the recommended bidder during the Proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiry or any other reasonable means of determining the accuracy and completeness of information supplied by the proposer.

E. Investigation

Prospective proposers are advised that INYO COUNTY reserves the right to continue its investigation of claims after contract award and throughout the term of the contract, and that the furnishing of false or misleading information during the bid process may constitute a major breach of contract even if discovered after contract award.

F. Required Contract Completion

The successful proposer will be required to sign a contract with INYO COUNTY according to time schedule as identified in the RFP Timetable.

APPENDIX 1 - DOCUMENTS AVAILABLE FROM ICEMA

INYO COUNTY Exclusive Operating Area Plan

The following documents may be obtained through the ICEMA Web page – ICEMA.net

- EMT-I, EMT-P and MICN Proposals, Duplicate Card Requests
- Authorized Training Information
- Authorized CE Provider Information
- Regional Hospital Listing and Contact Information
- Regional Provider Listing and Contact Information
- ICEMA Staff Contact Information
- 2003-2004 ICEMA Certification Exam Dates
- Authorized Online CE Providers
- ICEMA Newsletter
- EMCC Meeting Agendas
- EMCC Bylaws
- EMCC Members Listing
- ALS Protocols
- BLS Protocols
- CE Calendar
- EMS Links
- Announcements

APPENDIX 2 - ACRONYM TABLE

ACLS	Advanced Cardiac Life Support
ALS	Advanced Life Support
BLS	Basic Life Support
CQI	Continuous Quality Improvement
EMD	Emergency Medical Dispatching
ICEMA	Inland Counties Emergency Medical Agency
ICS	Incident Command System
INYO COUNTY	Inyo County Department of Health & Human Services
MICN	Mobile Intensive Care Nurse
OA	Operation Area
OSHA	Occupational Safety and Health Administration
PSAP	Public Safety Answering Point
RFP	Request for Proposal
SEMS	Standardized Emergency Management System
TBD	To be determined

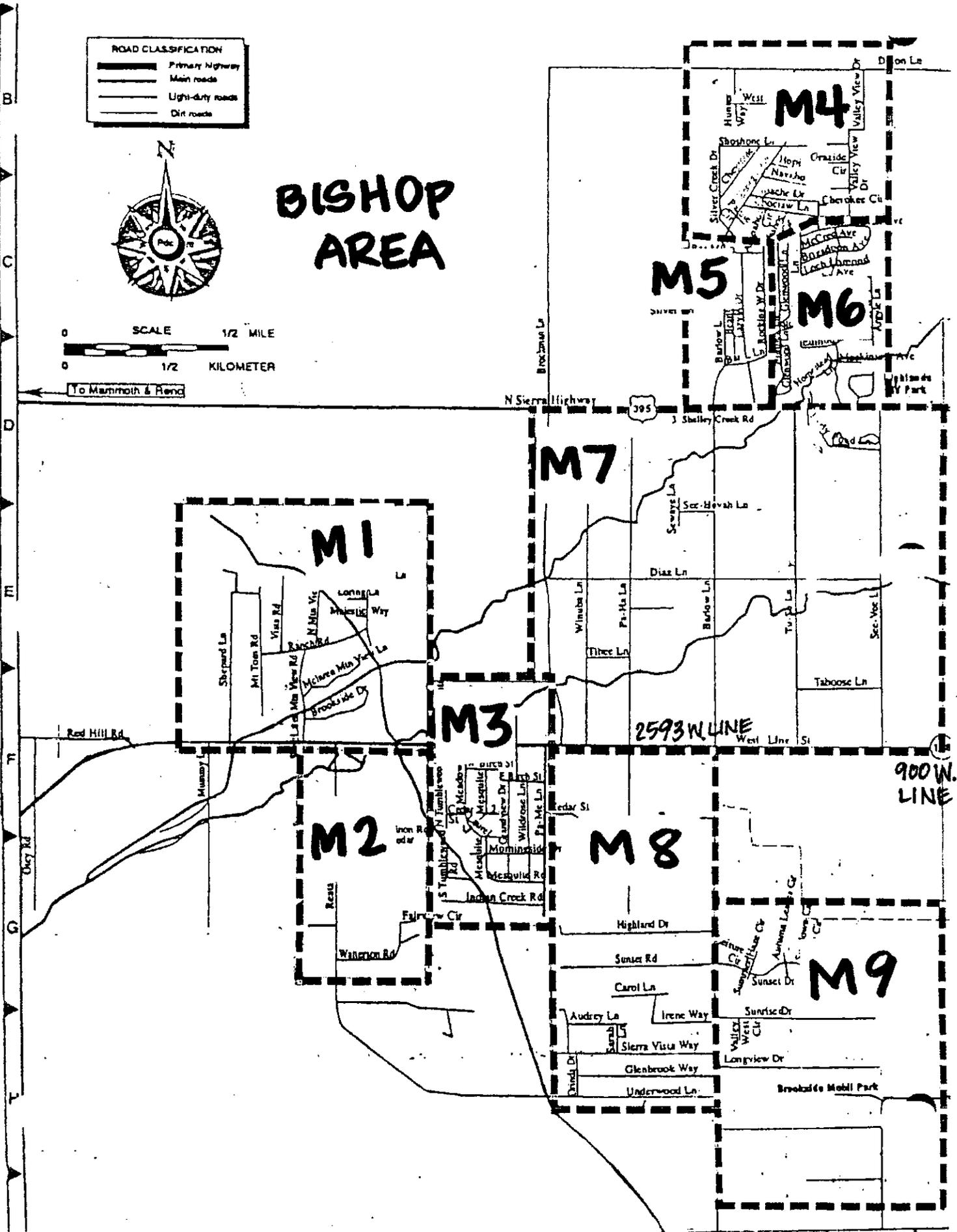
ROAD CLASSIFICATION	
	Primary Highway
	Main roads
	Light-duty roads
	Dirt roads



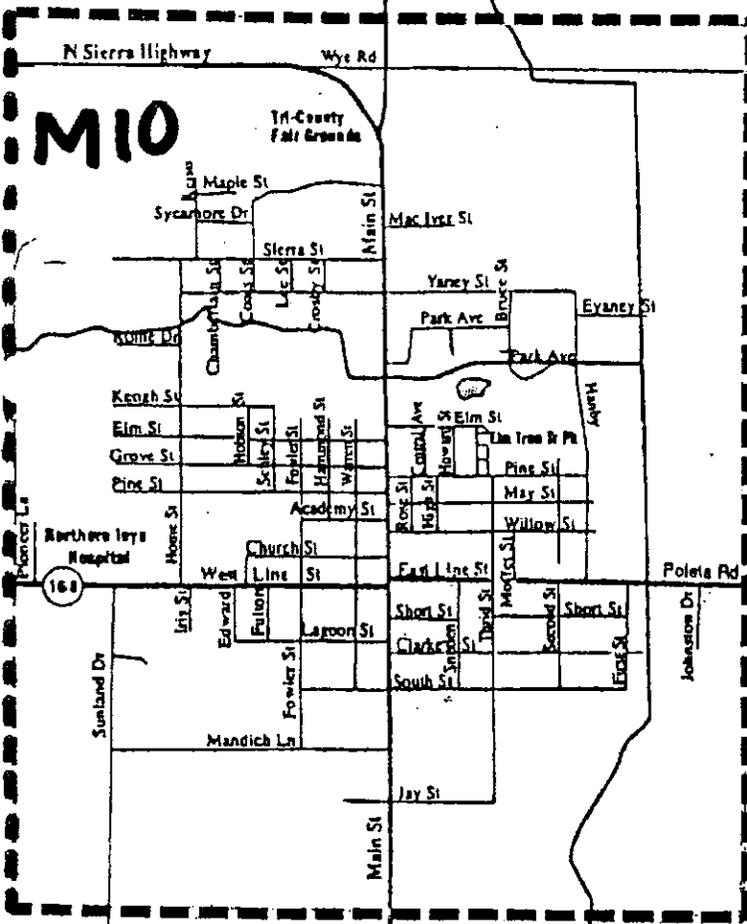
BISHOP AREA



← To Mammoth & Reno



To Tonopah



MIO

Tri-County Fair Grounds

WYE RD

MII

AIRPORT RD

VAN LOON

N Sierra Highway

Wye Rd

Maple St

Sycamore Dr

Main St

Sierra St

Cook St

Lic St

Crosby St

Chambers St

Kenah St

Elm St

Grove St

Pine St

Home St

Church St

Line St

W. St

Edwards St

Fulton St

Fowler St

Mandich Ln

Jay St

Main St

Schober Ln

Mac Iver St

Yaney St

Park Ave

Park Ave

Lincoln St

Elm St

Lincoln St

Pine St

May St

Willow St

East Line St

Short St

Clark St

South St

David St

McCluskey St

Second St

Short St

First St

Poleta Rd

Johnson Dr

168

Rothschilds Hospital

Frontier Ln

Sunland Dr

Edwards St

Fulton St

Fowler St

Mandich Ln

Jay St

Main St

Short St

Clark St

South St

David St

McCluskey St

Second St

Short St

First St

Johnson Dr

Poleta Rd

VAN LOON

BISHOP E.O.A.

RESPONSE TIME REQUIREMENTS

ZONE A – 9:59

See Maps M-1 thru M-11, OV-16 attached, (VanLoon area included)

ZONE B – 29:59

Hwy. 395 north of Ed Powers Rd. to county line, incl. Pleasant Valley Rd., Round Valley, Rovana, Mustang Mesa.

Hwy. 168 west of Ed Powers Rd. to Aspendell.

South Lake Rd. to Bishop Creek Lodge.

Hwy. 6 north of Dixon Ln. to county line, incl Laws.

ZONE C – 99:59

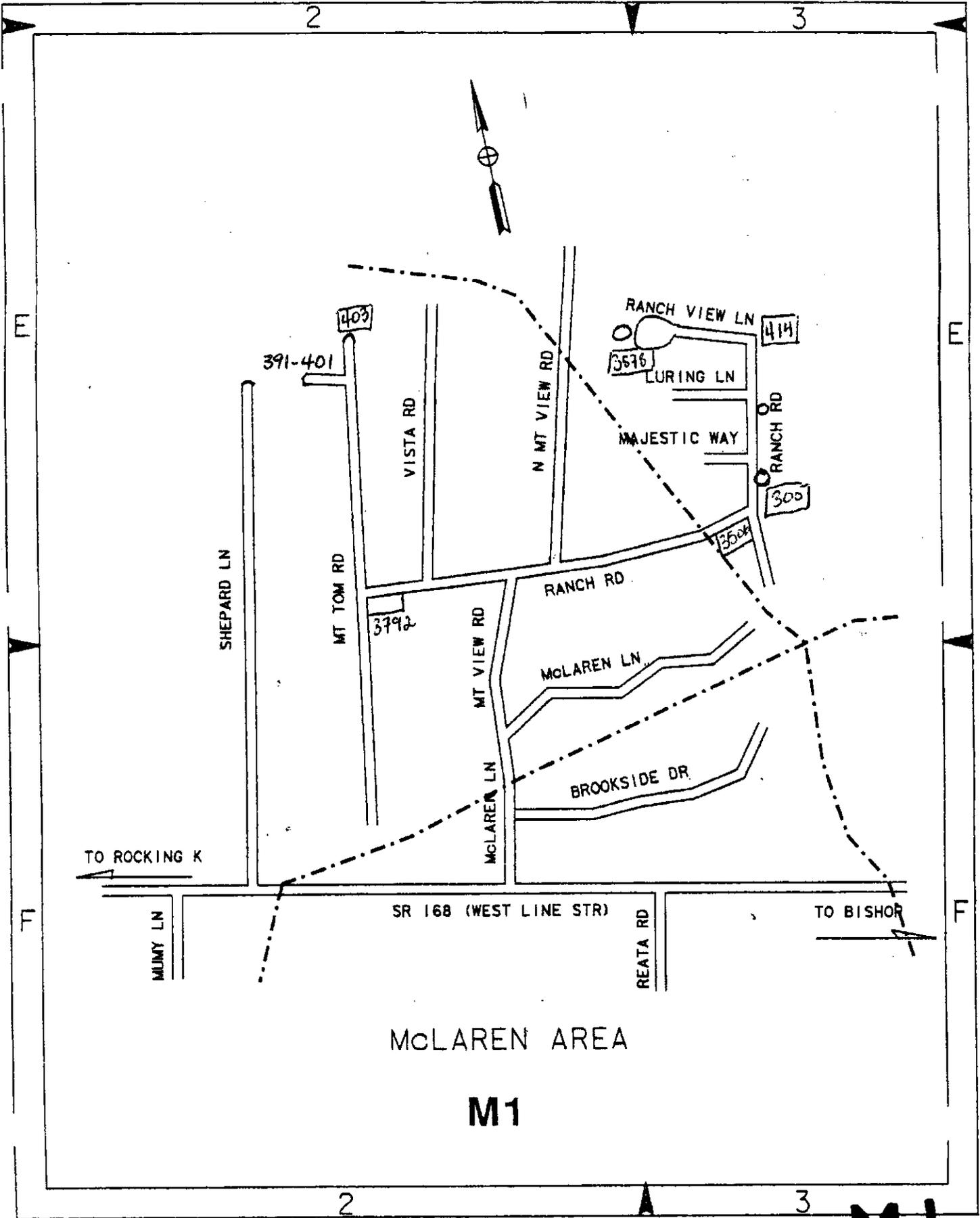
Hwy. 168 west of Aspendell.

South Lake Rd. west of Bishop Creek Lodge.

OTHER, NOT INCLUDED ABOVE

Paved roads – 29:59

All other areas – 99:59



MCLAREN AREA

M1

M1

MCLAREN LN

SR 168 (WEST LINE STR)

TO ROCKING K

TO BISHOP

REATA AREA

REATA RD



FAIRVIEW CIR

TOOLEY'S MOBILE HOME PARK

PARTRIDGE RANCH

WATTERSON RD

M2

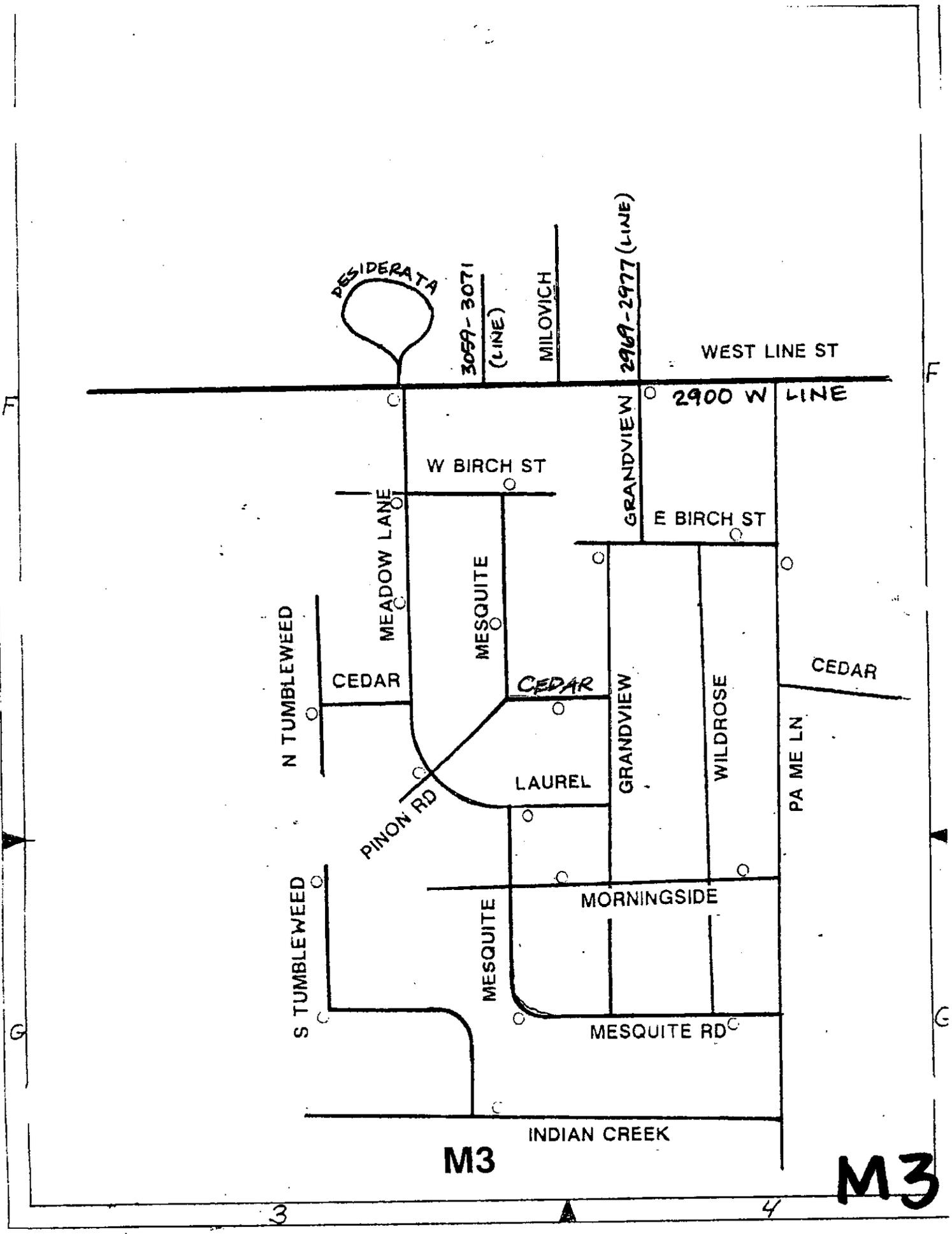
REATA AREA

M2

420	3200
480	3220
520	3240
560	3260
600	3280
640	3300
680	3320
720	3340
760	3360
800	3380

2

3



M3

M3

LAZY A AREA

TO SANIGER

BAR M LANE

N. BARLOW LN

SILVER CR DR

BEAR CR

LAZY A DR

ROCKING W DR

BAR L LN

N. BARLOW LN

LAZY A DR

ROWAN LN

1397
1349

MATLICK LN

TO BROCKMAN LN

BARLOW LN

US 395

TO BISHOP

LAZY A AREA

M5

5

M5



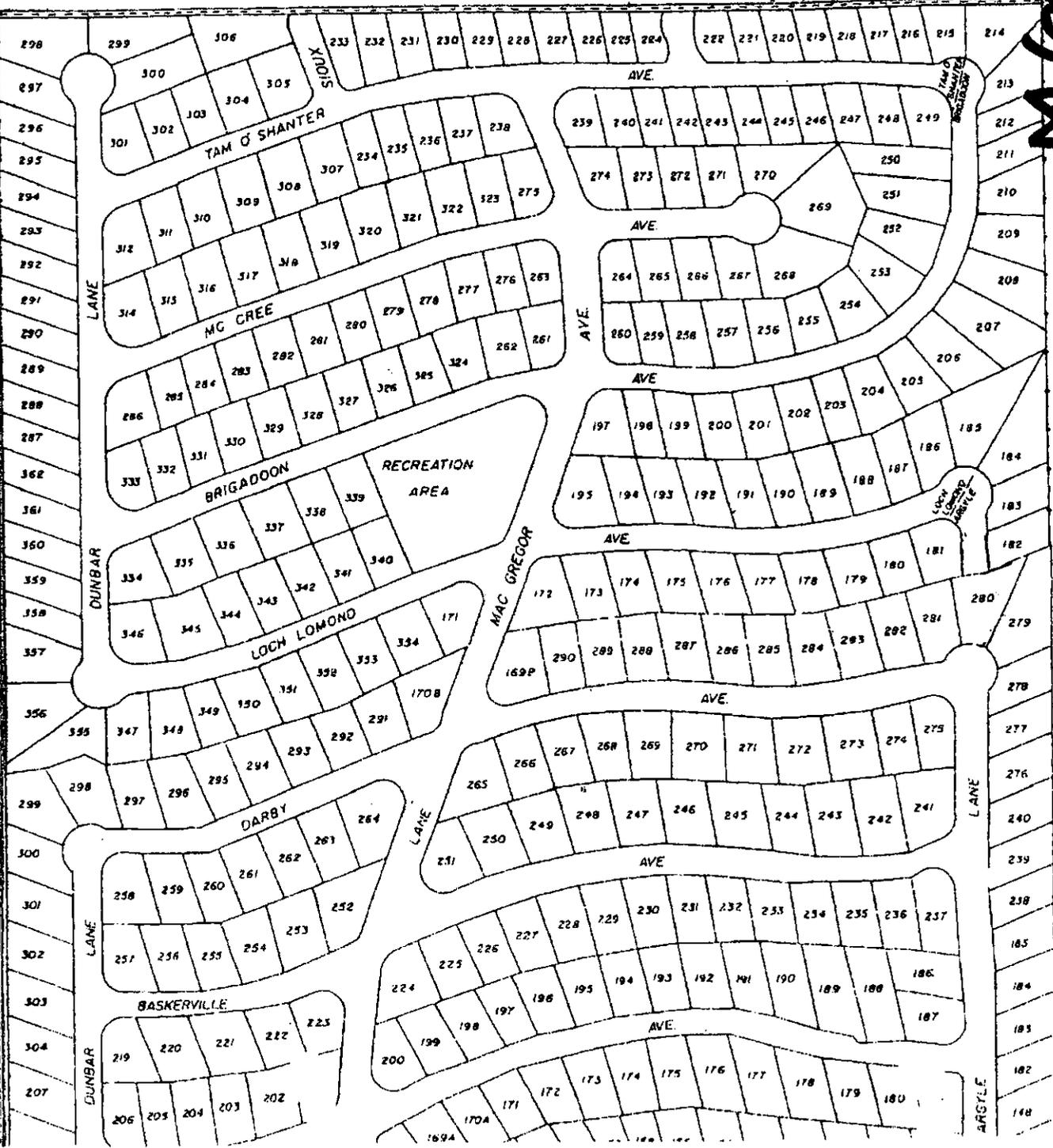
C

C

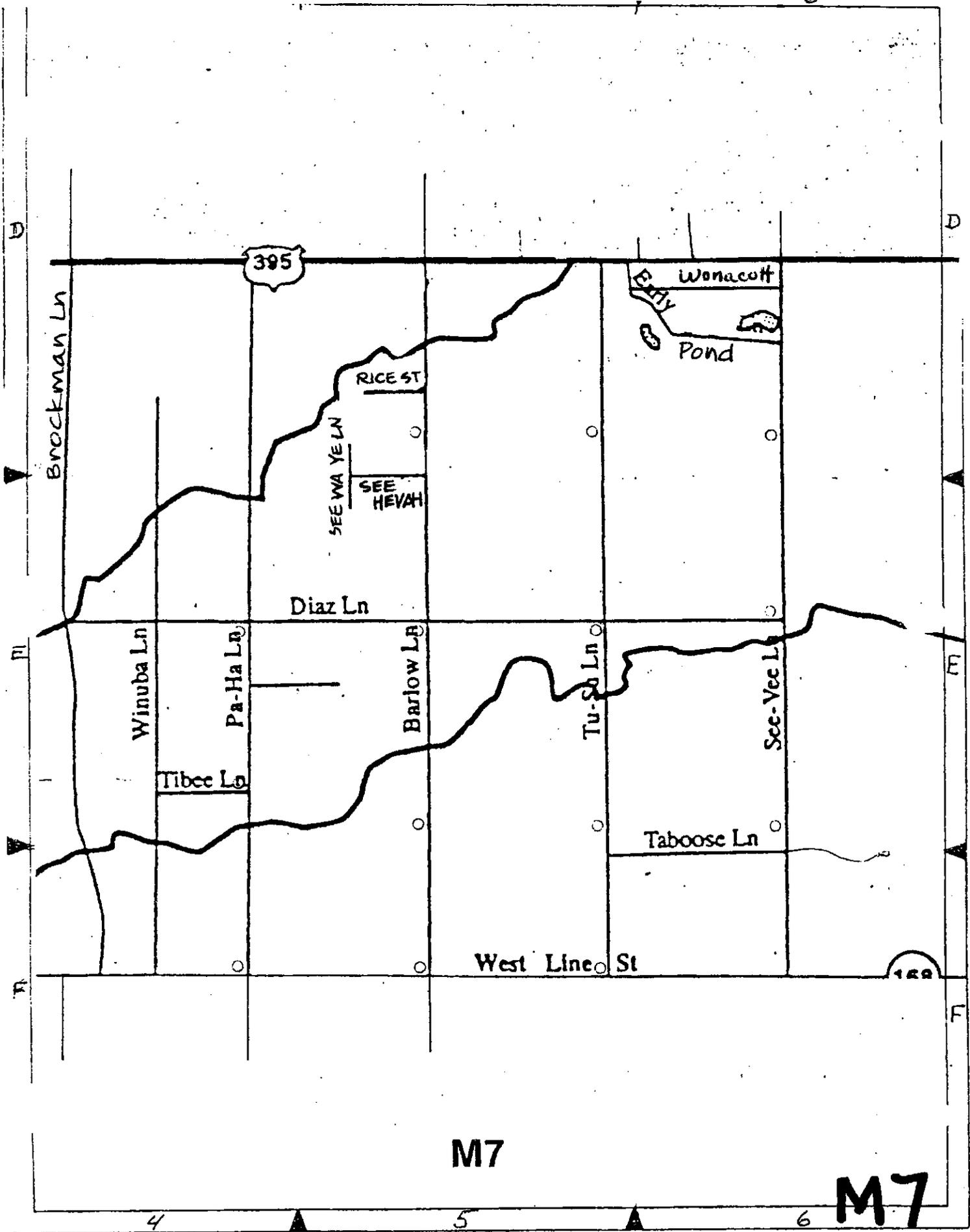
D

D

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M 60



M7

M7

4

5

WEST LINE STR (SR 168)



(MOBILES) 487-493

(MOBILES) 511-515

PA-HA LN

S. BARLOW LN

HIGHLAND DR

SUNSET RD

SUNSET DR

CAROL LN

AUDREY LN

IRENE WAY

SUNRISE DR

JOHN
PEELAE RD

SARAH
LN

SIERRA VISTA WAY

ORINDA DR

GLENBROOK WAY

LONGVIEW DR

UNDERWOOD LN

Coyote Valley Rd.

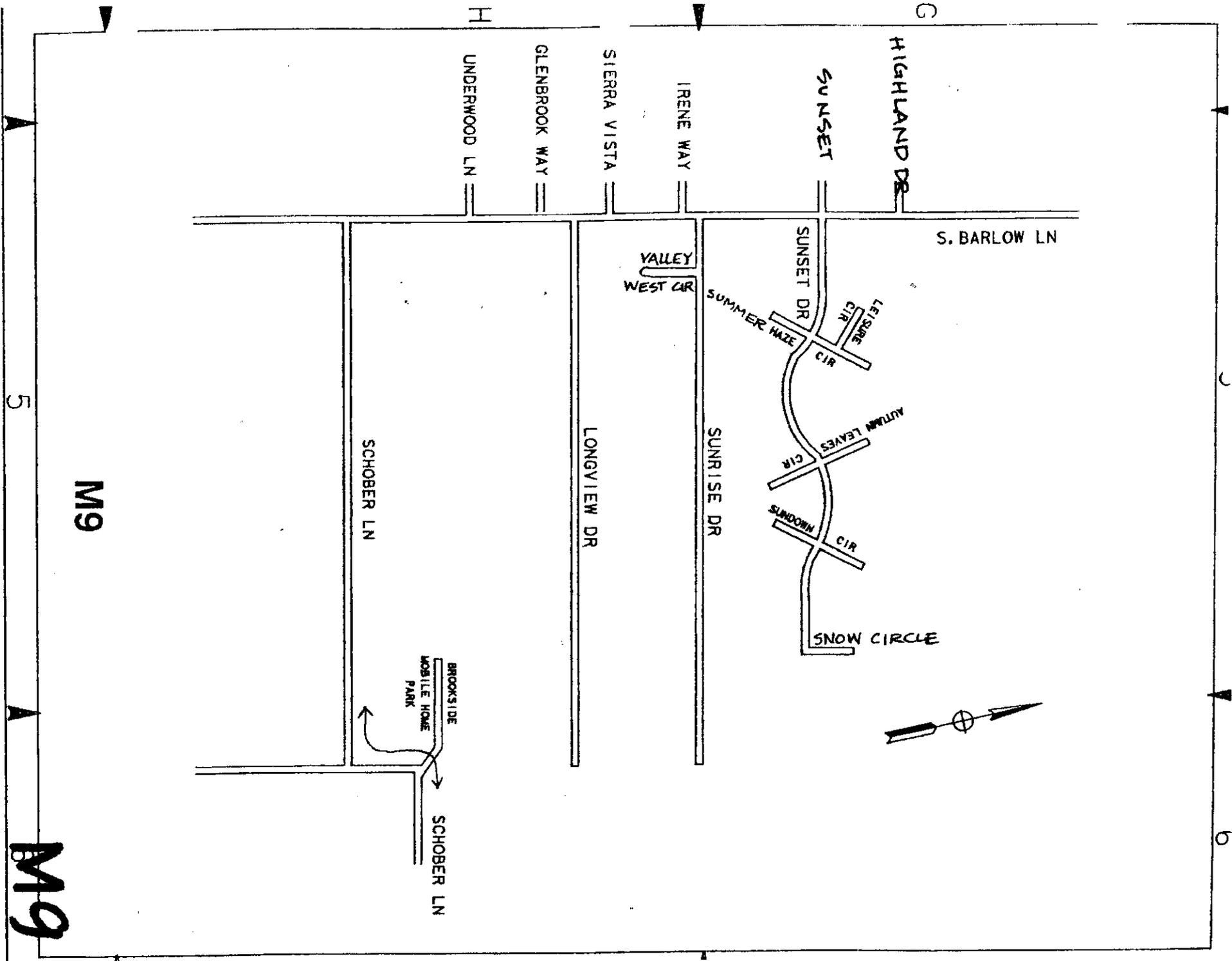
SCHOBER LN

M8

4

5

M8



S. BARLOW LN

HIGHLAND DR

SUNSET

IRENE WAY

SIERRA VISTA

GLENBROOK WAY

UNDERWOOD LN

SUNSET DR

VALLEY WEST CIR

SUMMER HAZE CIR

LEISURE CIR

AUTUMN LEAVES CIR

SUNDOWN CIR

SNOW CIRCLE

LONGVIEW DR

SCHOBBER LN

BROOKSIDE
MOBILE HOME
PARK

SCHOBBER LN

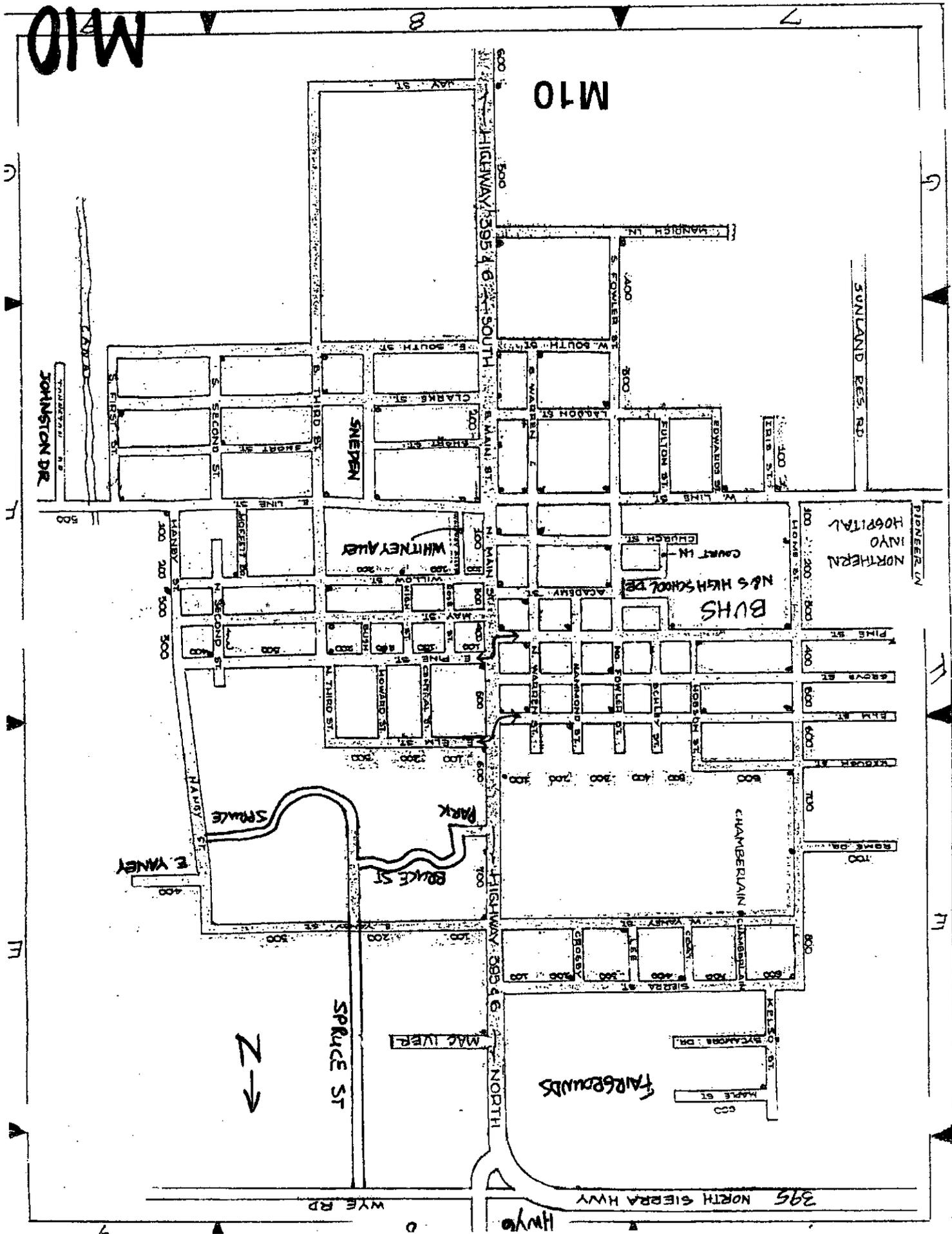
M9

M9



M10

M10



NORTHERN INYO HOSPITAL

BHS

NBS HIGH SCHOOL

CHAMBERLAIN

FAIRBOWDS

SPRUCE ST

MACIVER

→

SPRUCE ST

E. YANNEY

BRUCE ST

PARK

WHITNEY AVE

SNEPEN

SUNLAND RES. RD.

JOHNSTON DR

395 NORTH SIERRA HWY

HWY

WYE RD

0

7

8

7

6

7

7

7

7

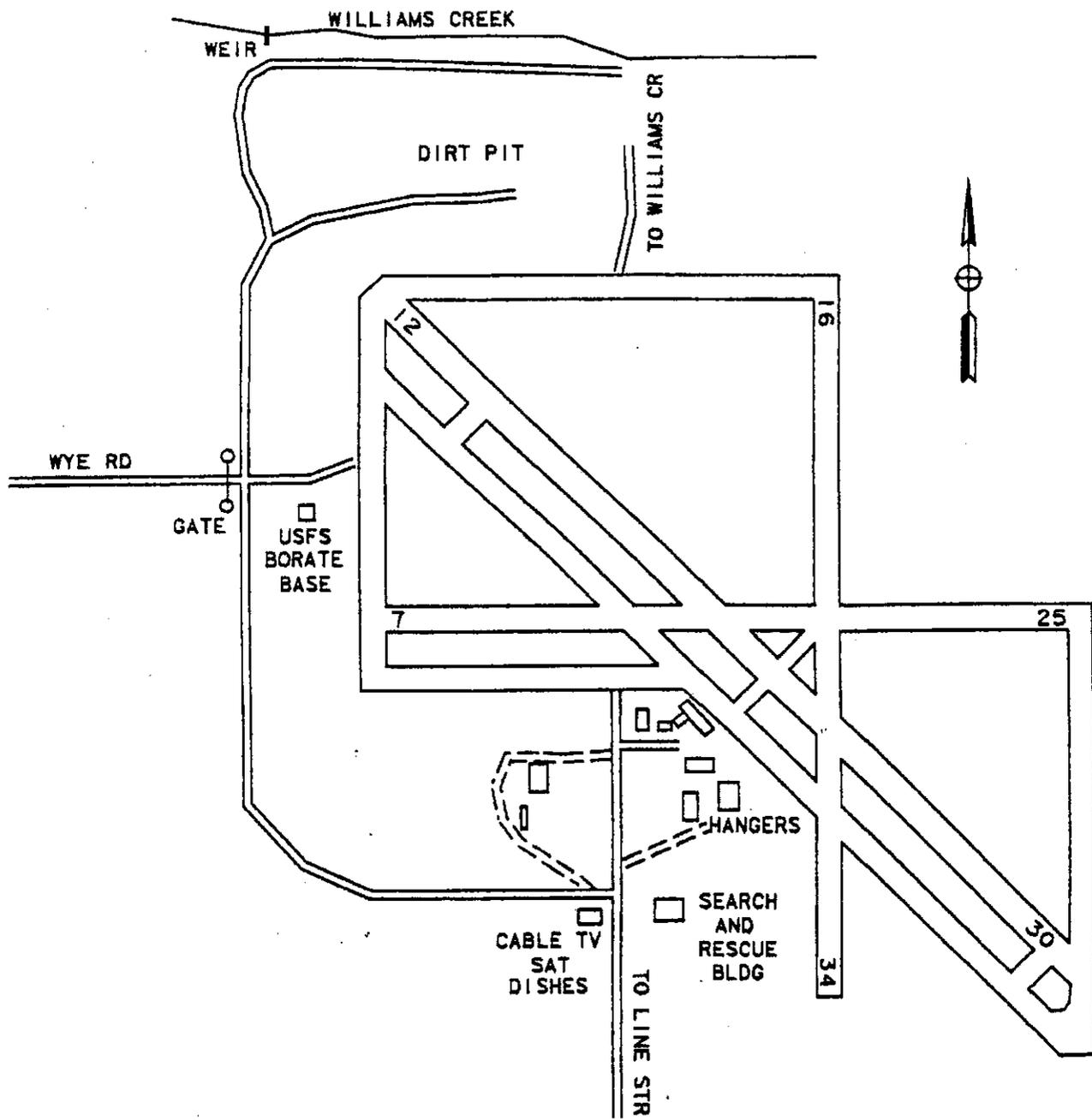
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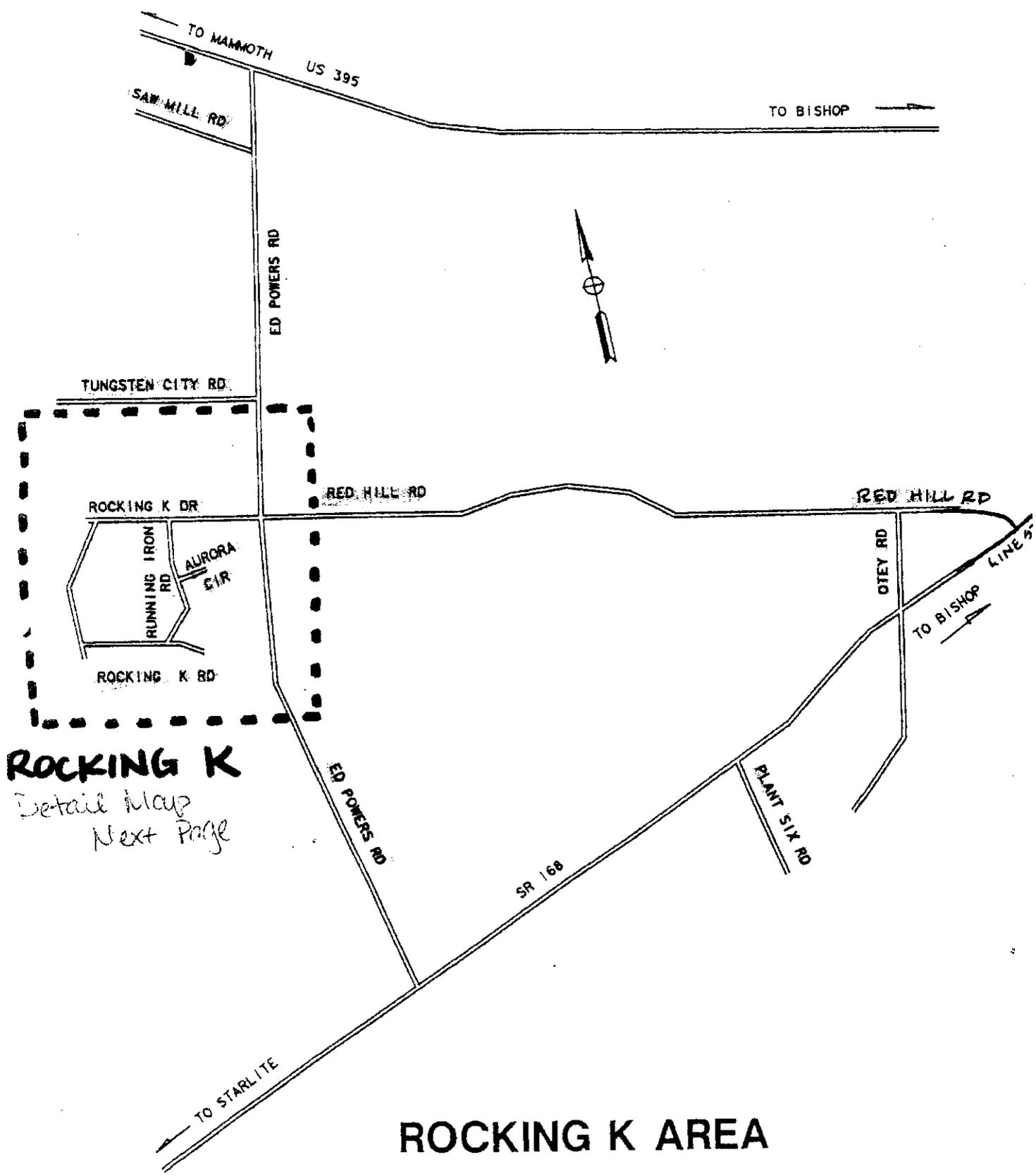
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7



BISHOP AIRPORT

M II



ROCKING K
Detail Map
Next Page

ROCKING K AREA

OV 16