

REQUEST FOR PROPOSAL 2010-06  
DATE

**Request for Proposal  
to Select the Designated Emergency Medical Services Provider Agency  
for the Kings County Emergency Medical Services Exclusive Operating  
Area**

The following procedural requirements constitute a summary and not an exclusive list of terms and conditions for complying with the procurement process. Proposers are advised to carefully review this Request for Proposal (RFP) for a more complete statement of such terms and conditions. All contacts with the County of Kings shall only be made with or through **Dan Willhite, Purchasing Manager** (or such other person designated by the County Purchasing Manager) serving as the Procurement Coordinator for this project, at **(559) 582-3211 Ext. 2589** -- Address: Kings County, Purchasing Division, 1400 West Lacey Boulevard, Hanford, California, 93230.

Questions or suggested changes to the Request for Proposal shall be delivered to the Procurement Coordinator, in writing, by not later than 2:00 p.m., local time, on **Monday, April 3, 2000**. Such written materials will be distributed to all attendees of the pre-proposal conference.

A pre-proposal conference will be held to answer any questions regarding the proposed procurement process. The conference will be held on **Wednesday, April 7, 2000, at 9:00 a.m.**, local time, in the **Kings County Government Center Multi-purpose Room, at 1400 West Lacey Boulevard, in Hanford, California**. Attendance at the pre-proposal conference is mandatory for any person or organization desiring to submit a proposal for this procurement process (The Procurement Coordinator may grant relief from the mandatory attendance at the pre-proposal conference to proposers that demonstrate to the satisfaction of the Procurement Coordinator that their failure to attend such conference was due to unforeseen circumstances beyond their control). Any changes to the Request for Proposal resulting from the pre-proposal conference will be made by written addendum and issued to each person or organization to which the Request for Proposal is issued *and* which attend the pre-proposal conference.

Proposers must deliver a non-binding letter of intent to participate in the procurement process to the Procurement Coordinator at the specified address by not later than **2:00 p.m., local time, on Tuesday, April 18, 2000** utilizing the form included in this Request for Proposals.

The proposer's credentials documentation, the proposer's proposal to conduct the services, and the proposer's price sheet, proposer's budget information, and proposer's security as defined in this procurement process, must be delivered to the Kings County Purchasing Department by no later than the hour of **2:00 p.m., local time, on Friday, May 5, 2000**. Complete proposals must be delivered to the Kings County General Services Division, Purchasing Office, 1400 West Lacey Boulevard, Hanford, California, 93230.

One (1) original and twenty **(20) copies** of the proposer's credential documentation and proposer's

proposal shall be submitted in a sealed package by each proposer. The proposer shall additionally submit one (1) original and one (1) copy of the proposer's price sheet, and one (1) original and one (1) copy of the proposer's budget information. Such documentation of pricing information and proposer's budget information shall be separately sealed and identified according to the procedures of this procurement process. In addition to the aforementioned documents, the proposer shall submit its proposer's security. All such documents will become the sole property of the County of Kings and will not be returned.

Kings County, including the EMS Agency, reserves the right to reject any and all proposals and to waive any and all informalities, irregularities and defects in credentials/proposals, price sheets and budget information submitted. Incomplete or non-responsive proposals may be rejected. No extensions of any submission deadlines will be allowed without the written authorization from the Procurement Coordinator.

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**Request for Proposal  
to Select the Designated Emergency Medical Services Provider Agency  
for the Kings County Emergency Medical Services Exclusive Operating  
Area**

I. Overview of Project

A. Parties to the Procurement Process

The Central California Emergency Medical Services (EMS) Agency, a division of the Fresno County Department of Public Health and functioning as the designated local EMS Agency pursuant to Division 2.5 of the California *Health and Safety Code* (commencing with Section 1797; also known as the *Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act*, or the *EMS Act*) proposes to maintain an EMS exclusive operating area (EOA) within a subarea of Kings County. This document describes the scope and boundaries of the EOA and constitutes an amendment to the Emergency Medical Services Plan. The continuation of the EOA within Kings County is at the request of the Board of Supervisors and the County Administrative Office. The EMS Agency has designed this procurement process and has selected the County as the *awarding agency* for this EOA competitive procurement process, consistent with California State Guidelines for *Creating Exclusive Emergency Medical Services Operating Service Areas*. The Purchasing Manager of the Kings County General Services Division will function as the Procurement Coordinator for this competitive procurement process and the Kings County Board of Supervisors will authorize the successful proposer, if any, to act as the contractor (Contractor) which shall provide services within the EOA pursuant to a written agreement (Agreement) awarded by the Board of Supervisors. An advisory committee will be designated by the EMS Agency to review credentials/proposals and make recommendations to the EMS Agency on the proposers submitted proposals to this *Request for Proposal (RFP)*. The EMS Agency will designate the EOA and restrict operations which are the subject of this procurement process to the single designated provider agency.

B. Provider Responsibilities

The EMS Agency has designed this procurement process in order to select a qualified organization to successfully implement services which are the subject of this procurement process. The successful proposer will function as a major participant in the delivery of emergency medical services within this County, including dispatch and telephone triage coordination on a county-wide basis, and functioning as the exclusive provider agency for emergency ambulance services and advanced life support (paramedic) ambulance services within the EOA. In addition, the successful proposer will have responsibility for a variety of other services related to the EMS System, including programs such as public information and

education programs within the community. Finally, the successful proposer is not prohibited by the Agreement, outside the scope of the EOA and based upon demand within the local health care market, from providing non-emergency medical transportation and other medical services, including out-of-hospital medical services, as appropriate within the County.

The successful proposer will not be required to provide non-transport first responder services separately from the emergency medical services which it is required to provide in connection with its ambulance operations under the Agreement. The successful proposer will be responsible for coordinating its activities with the various non-transport prehospital provider agencies within the EOA. In addition, the successful proposer shall provide support for those services, as outlined herein, in order to provide a coordinated and effective emergency patient care delivery mechanism. As a part of the overall EMS System, the successful proposer's activities must be coordinated and integrated with those of law enforcement organizations, non-transport first responder agencies, other ambulance provider agencies, hospital and medical delivery systems, the County and the EMS Agency, and third-party payers, including health maintenance organizations.

#### C. Innovation and Flexibility

The County and EMS Agency seeks a provider organization which has the ability to provide innovative and flexible services within the framework of a constantly evolving health care system. The County and EMS Agency, based upon involvement in the various aspects of medical and health delivery systems within the community, recognize that changes in medical delivery standards and health care reimbursement are prompting a significant restructuring of how health care services are delivered on a national, state, and local basis.

The EOA includes areas where there is an increasing enrollment in managed care programs. In addition, changes under consideration at the state and federal level are expected to modify ambulance reimbursement under Medicare and MediCal (MediCaid) reimbursement. This includes the state's proposal to implement managed care MediCal (MediCaid) programs within the County and an ever-growing enrollment of Medicare recipients into Medicare managed care programs.

This shift within the local health care market to managed care programs has prompted significant consolidation of medical delivery mechanisms within the community and will continue to prompt significant modifications in medical operations. Therefore, the County and EMS Agency desire an organization which can effectively operate and adapt its delivery of the requested services within the framework of this changing health care system.

The successful proposer has the flexibility to contract with other organizations for resources, including equipment, facilities, and personnel for the service of the Agreement. However, the successful proposer is responsible for the complete performance of the services specified in the Agreement, including those which are to be provided through subcontracts. Examples include contracting with local public organizations for partial staffing of ambulance units. Proposers should review the EMS Plan for Kings County to obtain a broader overview of the goals, objectives, assumptions, and future projections for the local EMS System. Copies of the

EMS plan are available with each RFP document and can also be obtained from the EMS Agency, upon request.

D. Restructured Competition

While there is significant retail street competition within the medical and health community for services to residents and visitors of the EOA, the competition for emergency ambulance services and advanced life support (paramedic) ambulance services during an emergency has contributed to significant problems with the quality of medical services within the local EMS System.

In such a retail street competition market, multiple organizations are competing for their share of the market through different deployment strategies and marketing strategies. In many cases, the competitive edge is gained through inconsistent staffing levels, use of lesser qualified or inexperienced personnel, underpaid personnel, utilizing inadequate equipment and/or maintenance techniques, or selectively serving segments of the market where patients are more likely to have insurance coverage. In such a case, the public's opportunity to evaluate the quality of these services is limited to advertisements, marketing campaigns, and telephone stickers. The complexity of this market, in itself, illustrates the difficulty in delivering consistently appropriate emergency ambulance services and/or advanced life support (paramedic) ambulance services in such a market.

This procurement process has been structured so that qualified proposers will compete to provide services to the entire community with high medical effectiveness and cost effectiveness. Periodic competition, such as this procurement process, seeks to review the quality of services delivered and to purchase uniform, stable services for the entire community on a wholesale basis. In making such a wholesale purchase, the County and EMS Agency are evaluating the credentials and the proposal for services of the proposer in order to select a provider of service which is deserving of the public's trust. The County and EMS Agency intend to involve representatives of other local government organizations and the health and medical care community to participate with the County in selecting the successful proposer to this procurement process.

E. Request for Proposals

The following provisions, attachments, and exhibits constitute a Request for Proposal for the selection of the single provider of emergency ambulance service and advanced life support (paramedic) ambulance service for the EOA. The operation of such an emergency ambulance service and advanced life support (paramedic) ambulance service shall be consistent with the provisions of this procurement process including staffing and performance. This procurement process includes an EOA for the provision of all ambulance responses that require an immediate dispatch (with or without lights and siren) of an emergency ambulance or advanced life support (paramedic) ambulance service and all scheduled ambulance responses where the patient's medical condition requires the specialized emergency services, equipment, and personnel available only in an ambulance authorized for emergency service or advanced life support (paramedic) ambulance service. This procurement process includes the provision for

ambulance dispatch, which is responsible for the dispatching of all emergency ambulances operating within the County and a community EMS education program.

This procurement process does not authorize the successful proposer to provide non-emergency medical transportation services on an exclusive basis within the geographic boundaries of the EOA. However, the successful proposer may market and conduct such business as a part of the Agreement and shall be the provider of service to any such requests that are received at the ambulance dispatch center and which are located within the geographic boundaries of the EOA. For this procurement process, non-emergency medical transportation services shall mean scheduled medical transportation services that do not require an ambulance operated by an emergency ambulance service or where the patient does not require transportation to a hospital emergency department for treatment of a medical condition, including services that can be provided via "wheel chair" and "litter van" transportation services. Other exceptions to the EOA are outlined herein.

The successful proposer may provide other types of health care services or integrate its services under this procurement process with those services which are provided by other health care providers. Linkages with integrated delivery systems operating within the EOA should be designed to enhance patient care delivery to emergency patients while coordinating appropriate services to persons who have accessed the emergency care system, but who can safely utilize non-emergency or urgent health care delivery systems.

This procurement process will evaluate the proposer's credentials through an evaluation of the documentation submitted pursuant to this process. This documentation, and any necessary subsequent investigation, is intended to provide the County and the EMS Agency with an opportunity to evaluate the proposer's ability to provide services under this procurement process. The proposals, as submitted by proposers, will be used together with the proposer's credentials to evaluate which proposal best meets the need for such services within the EOA. Proposers will be required to complete both the proposer's credentials and the proposal process in order to be eligible for selection as the single provider of emergency ambulance service and advanced life support (paramedic) ambulance service which is allowed to operate within the EOA.

Proposers shall adhere to the deadlines and terms specified herein.

## II. Performance Standards

### A. Overview

The County and EMS Agency desire effective ambulance services within the EOA in order to provide for the public's health and safety. This procurement process is designed to obtain an effective emergency medical services provider, qualified to provide service in an environment where the Contractor has the incentive for high performance as opposed to retail street competition for ambulance business. The County owns the communications infrastructure. Regarding the Agreement, it is the County and EMS Agency's responsibility to:

- Authorize an EMS System consistent with the EMS Act; and
- Administer the Agreement in order to monitor the performance of services which are the subject of the Agreement; and
- Conduct periodic competition to select and contract with the system's ambulance service provider; and
- Review and approve the user fees charged by the Contractor; and
- Review and approve contractual commitments made by the Contractor when such commitments would extend beyond the term of the Agreement; and
- In the event of the Contractor's default, take over operations until a new contractor can be secured.

The Contractor shall furnish and/or manage ambulance and dispatch services, field operations, billing/collection services (but not fee setting above the maximum user fees established by the Board of Supervisors, upon the recommendation of the EMS Agency), personnel management, equipment maintenance, in-service training of the Contractor's personnel, quality improvement monitoring, purchasing and inventory control, and numerous related support services. The existing communications infrastructure will be provided by the County for the Contractor's use including radio frequencies and repeater sites. All vehicles used in the provision of services for the Agreement, on-board durable or reusable equipment, all vehicle and portable communication equipment, shall be furnished by the Contractor.

All billings shall be conducted according to the billing standards outlined in the Agreement. The Contractor will negotiate agreements with local managed care programs and integrated health systems to address payment for services. The Board of Supervisors will be responsible for approving user fees as outlined in Section III.A, herein.

The Contractor shall maintain a central ambulance facility in Kings County, provide for a centralized ambulance dispatch, and maintain all EMS equipment; recruit, supervise, and manage personnel, and provide or arrange for in-service training of Contractor's personnel, including, but not limited to, all dispatchers, field, and billing personnel; propose and provide

justification for fee changes; manage all billing and collection functions; provide data in a manner consistent with the requirements in the Agreement; cooperate with and respond to the EMS Agency and the EMS Medical Director on matters related to patient care; and generally manage all aspects of its ambulance system operation.

As compensation for services rendered, the Contractor receives:

- Use of existing County-provided EMS communication system infrastructure, including access to Med Channels, and repeater and receiver sites; and
- Designation by the EMS Agency as the exclusive provider of emergency ambulance service and advanced life support (paramedic) ambulance service within the EOA as provided herein; and
- Access to a system of medical control through the EMS Agency and EMS Medical Director(s) and, as applicable, local EMS Base Hospital(s); and
- Income from fee-for-service revenues and contracted services charged to user as provided herein; and
- Compensation for ambulance services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County.

By submitting a proposal, the proposer shall promise to employ whatever level of effort is necessary to achieve the clinical, response time, and other performance results required by the terms of the Agreement. While proposals must include descriptions of initial vehicle deployment plans and basing models, and dispatch center coverage estimated by the proposer to be sufficient or even in excess of that necessary to meet the performance standards required hereunder, the receipt and evaluation of the proposer's proposal by the County and EMS Agency and execution of the Agreement shall not be construed as acceptance of the proposer's proposed level of effort to provide services. Rather, in evaluating each proposal, the County and EMS Agency neither accept nor reject the proposer's level of effort to provide services.

In establishing this EOA, the Board of Supervisors and the EMS Agency recognize that an ambulance contractor may, through poor business planning, mismanagement, or general lack of performance, fail to provide for the minimum services specified in the Agreement. Such failure may constitute a Material Breach of the Agreement by the Contractor (which will be hereinafter defined). In such case, the Board of Supervisors and the EMS Agency may replace the Contractor with another Contractor in order to ensure the public health and safety. Proposers should not make the false assumption that the Board and EMS Agency would not implement such a replacement should the Contractor fail to provide adequate services.

## B. Performance Agreement

This procurement process will result in the Agreement for the Contractor's performance of services specified herein. The Contractor's proposed level of effort to provide services does not relieve the Contractor of its obligations to meet the minimum performance requirements of the Agreement. That is, while the County and EMS Agency are interested in a proposer's credentials, key personnel, maintenance program, staffing plan, vehicle coverage plans, training capabilities, and the like, the County and EMS Agency are more interested in the successful proposer's actual performance under the Agreement. That performance may be summarized as follows:

When a request for services is received by the Contractor at the ambulance dispatch center, an appropriately trained EMS Dispatcher must answer that request promptly, must follow approved EMS dispatch procedures, offer planned pre-arrival assistance and must manage the appropriate EMS response, given the nature of the request, and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responder and EMS aircraft provider agencies.

Ambulance response times must meet the response time standards set forth herein, and every ambulance unit provided by the Contractor 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, whether immediate, urgent, or scheduled (unless the proposer proposes the use of a two-tiered system using a BLS ambulance for scheduled BLS 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 according to EMS Agency Policies and Procedures. In the future, with the approval of the EMS Medical Director, this may include mechanisms for alternate transport destinations, and expanded "treat and release" and "treat and alternate transportation" protocols.

In order to improve and maintain effective clinical performance, the delivery of services and care must be continuously evaluated by the Contractor under an internal quality improvement program, as specified by the EMS Agency's continuous quality improvement program. 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. The Contractor that fails to perform shall be promptly replaced to protect the public health and safety.

### C. Overview of Contractor's Responsibilities

The Contractor shall provide emergency ambulance service and advanced life support (paramedic) ambulance services within the EOA twenty-four (24) hours-per-day, each and

every day of the year for one-hundred percent (100%) of the time that the Agreement is in effect. This means that the Contractor will be responsible for responding to all requests for ambulance service within the EOA received by the ambulance dispatch center and for transporting all patients that require an ambulance operated by an emergency ambulance service and/or an advanced life support (paramedic) ambulance service. The Contractor shall provide for the dispatching and coordination of all ambulance requests for ambulance services county-wide (at no cost to other providers within Kings County), including ambulance service areas that are outside of the EOA but within Kings County and EMS aircraft coordination. Consistent with the provision of such service, the Contractor shall furnish, operate, maintain and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified personnel as may be necessary to fulfill its obligations under the Agreement.

The Contractor must perform to the response times as specified herein. Response time standards were developed by the EMS Agency based upon population densities, current call volumes, and state-wide EMS planning guidelines. These response time standards may be adjusted by the County and EMS Agency, upon reasonable advanced written notice to the Contractor, through the course of the Agreement in order to maintain a medically-effective and cost-effective system of emergency care.

The Contractor shall respond to all requests for ambulance service, either immediate or scheduled, which are received by the ambulance dispatch center and that are located within the EOA and/or are an instant aid/mutual aid responsibility of the Contractor.

The Contractor shall, at a minimum:

1. Operate an ambulance system within the EOA in order to meet all response time and clinical standards.
2. Employ and manage ambulance personnel.
3. Maintain and staff a local business office within Kings County for customer inquiries
4. Provide or contract for employee in-service training.
5. Provide or contract for equipment maintenance.
6. Provide ambulance units and other vehicles as specified herein.
7. Furnish all fuel, lubricant, and maintenance services necessary for vehicle operation.
8. Furnish initial supply inventory and all necessary supplies.
9. Provide or contract for the provision of county-wide ambulance dispatch services in order to assist in meeting all response time and clinical standards.

10. Maintain good working relations with all other health care providers and personnel.
11. Maintain good working relationships with fire departments for continued first responder support, and use of fire department facilities as ambulance posts, if applicable and acceptable to fire department.
12. Secure new or replacement ambulance post locations as necessary.
13. Maintain good working relations with law enforcement agencies.
14. Market scheduled transport work and other ancillary services to improve system and disaster response capacity.
15. Ensure courteous and professional conduct of office, communication center, and field personnel at all times.
16. Maintain neat, clean and professional appearance of personnel, equipment and facilities.
17. Consummate mutually beneficial support agreements with neighboring ambulance services, subject to approval by the EMS Agency.
18. Promote and maintain a good reputation in Kings County through participation in:
  - a. publishable research.
  - b. industry affairs.
  - c. prompt response and follow-up to inquiries and complaints.
  - d. leadership and participation in community activities.
  - e. public information and education including press relations, explanations regarding fees, regulations and system operations, increasing public awareness and knowledge of the EMS System, injury/mortality prevention/reduction, and general health and safety promotion including the provision of CPR and first aid training to the public (e.g., health fairs, school programs, radio and local talk shows and business group meetings).
19. Actively participate in the medical audit process, and provide special training/support for personnel in need of such assistance or skills. The Contractor shall maintain knowledge of development in equipment and procedures throughout the industry and report such developments to the EMS Agency.
20. Maintain state and local vehicle licenses and permits and personnel certifications.
21. Cause the EMS Agency Policies and Procedures to be properly implemented and

maintained in the field through personnel in-service training, revisions and amendments to Contractor's employee handbook, newsletters, and employee orientations.

22. Advise the County and EMS Agency concerning financial implications of system changes under consideration.
23. When requested by neighboring jurisdictions, analyze service and develop a proposal to furnish service to such jurisdictions.
24. Provide for data processing, billing, collection and reporting system.
25. Provide adequate numbers of EMS Training Officers for locally approved pre-hospital training programs.
26. Provide data and records to the EMS Agency, the Regional Medical Control Committee, and the Kings County Ambulance Commission.
27. Provide for dispatch services including the provision of call prioritization and medical pre-arrival instruction according to the standards established by the EMS Agency.
28. Provide, upon request, in-service training to first responder personnel on procedures for basic life support (BLS) personnel to assist paramedic personnel (paramedic assist training).
29. Maintain a complete and up-to-date EMS Agency Policy and Procedure Manual, including special memorandums, for reference by Contractor's personnel.
30. Provide a minimum of one (1) disaster response vehicle that is capable of transporting equipment and personnel to a disaster location and, is authorized by the California Highway Patrol as an emergency response vehicle.
31. Provide continuous supervision of its operations through a Field Supervisor.

D. County and EMS Agency Responsibilities

The County and EMS Agency shall have the following responsibilities with regard to this procurement process and the Agreement:

1. Approve and implement an Emergency Medical Services (EMS) System consistent with state law and regulation, and authorize a system of advanced life support (paramedic) services and medical direction.
2. Provide a system of medical oversight/medical direction for the EMS System and a coordinated quality assurance and quality improvement program for the EMS System.
3. Refer calls for ambulance, advanced life support (paramedic) services and emergency

medical services within the geographic areas set forth herein to the Contractor in accordance with established EMS Agency Policies and Procedures.

4. Designate the Contractor as the exclusive provider of emergency ambulance services and advanced life support (paramedic) ambulance services for the EOA, consistent with the terms and conditions of this procurement process, the Agreement, and the EMS Act.
5. Assist the Contractor in developing, implementing, and maintaining an internal field supervision system to provide evaluation of the Contractor's prehospital and dispatch personnel providing service according to the standards established by the EMS Agency.
6. Perform periodic and annual inspections of the Contractor's ambulance service records, vehicles, facilities, personnel certifications, and patient billings.
7. In the event of the reduction or termination of emergency medical services, be responsible for complying with all laws, if any, respecting reduction or termination of such services.
8. Administer the Agreement in order to monitor the performance of services which are the subject of the Agreement.
9. As required by law, conduct periodic competition to select the EOA's provider of emergency ambulance services and advanced life support (paramedic) ambulance services.
10. To review and approve the user fees charged by the Contractor.
11. To review and approve contractual commitments made by the Contractor when such commitments would extend beyond the term of the Agreement.
12. Provide the existing EMS communication system infrastructure, as specified herein.
13. Provide compensation for ambulances services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County.
14. In the event of the Contractor's default under the Agreement, to take over and manage all operations until a new contractor can be secured.

The County will cause the EMS Agency to carry out the responsibilities of the EMS Agency under the Agreement.

E. Clinical Level of Services

The Contractor shall ensure that the clinical performance of its personnel is conducted in a manner consistent with the system of medical oversight provided by the EMS Medical Director

and EMS Agency, including, but not limited to, EMS Agency Policies and Procedures established by the EMS Medical Director and EMS Agency. Advanced life support (paramedic) services are the minimum current clinical standard for prehospital responses. Advanced life support (paramedic) staffed units must have a minimum of one (1) EMT-Paramedic and one EMT-I. Dual paramedic staffing (two EMT-Paramedics) is not currently required.

1. Paramedic Scope of Practice

The scope of practice for EMT-Paramedics (EMS Policy #139) includes the basic paramedic scope of practice under the state regulations for Paramedics (Title 22 of the California Code of Regulations) and the following procedures and medications which have been authorized by the EMS Medical Director as expanded scope of practice under local treatment protocols:

- a. intra osseous access and medication administration through needles;
- b. pediatric endotracheal intubation;
- c. magnesium sulfate;
- d. verapamil; and
- e. pulse oximetry (optional);

While proposers are encouraged to provide comments and suggested revisions to the revision of the paramedic treatment protocols, changes in the paramedic scope of practice and treatment protocols are not proposal variables, nor will proposed changes be considered as enhancements for the purpose of this proposal. Such proposals frequently add cost while having limited application to the majority of cases managed by paramedics. Rather than have the proposers add new expenses in order to impress the Ambulance Procurement Committee, the County, and the EMS Agency with its level of clinical sophistication, each proposer would be better served to utilize its time developing strategies to provide cost-effective services under this procurement process.

2. EMT-I Scope of Practice

If the Contractor proposes to utilize EMT-I -level ambulances for services under this contract, the Contractor shall train its personnel and shall equip these units at the BLS-defibrillation level. The emphasis on BLS-defibrillation locally has been with first responder agencies.

3. Additional Expansion of Practice by EMS Personnel

In the future, EMS organizations may elect to provide low cost non-emergency medical services as a revenue source to help fund emergency capacity. By emphasizing non-emergency functions for new revenue sources, peak emergency needs can be better managed, while non-emergency functions can be served during off-peak time-periods. Ambulance providers currently provide interfacility and scheduled transportation in order to utilize emergency personnel during off-peak time periods. However, a role in general

health care services may be explored by the Contractor, such as public health services, mobile health services, home health, and/or prevention/wellness programs. Such services, if provided by non-EMS personnel, would be outside the scope of this procurement process.

The provision of general health care services by ambulance providers may be provided through physicians, physician assistants, nurse practitioners, or registered nurses. Paramedic personnel could be utilized for this function, but several obstacles exist. The provision of such services by paramedics may require some changes in state law and regulations. If paramedics are to be used for such services, a comprehensive training program would need to be developed to train paramedics to have a greater depth of medical knowledge and skill in the management of non-emergency situations. If such a program is desired by the local medical community, the EMS Agency will consider broader training and scope of practice for paramedics.

#### F. Scope of the Exclusive Operating Area

The EMS Act allows the EMS Agency, upon the recommendation of the County, to restrict operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support within a specific geographic area. This procurement process will restrict operations within the geographic area of the EOA, as defined in Section II.G. herein, to a single emergency ambulance service as selected through this procurement process. No other entity will be allowed to operate as an emergency ambulance service within such EOA (except as otherwise provided in Section II.F.1., herein). As the only emergency ambulance service, the Contractor will be the only entity providing ambulance services within the EOA allowed to utilize ambulance vehicles equipped with red emergency warning lights and siren pursuant to authorization by the California Highway Patrol through California Vehicle Code Section 2416.

This procurement process also restricts operations, within the EOA, to a single provider of advanced life support (paramedic) ground ambulance services (i.e., the Contractor). No other providers of advanced life support (paramedic) ground ambulance services will be authorized within the EOA during the term of the Agreement. However, the County and EMS Agency reserve the right to allow providers other than the Contractor to operate enhanced first responder services for 911 responses, including, but not limited to, advanced life support (paramedic) or BLS-defibrillation first responder services, and to operate advanced life support (paramedic) air ambulance and/or air rescue services within the EOA. This includes flights and air transportation within the EOA. Dispatch for helicopter air ambulance/air rescue services shall be provided consistent with EMS Agency Policies and Procedures.

The EOA does not restrict the provision of non-emergency transportation services that may be provided by entities other than an ambulance and which do not require vehicles equipped with emergency lights and siren pursuant to California Vehicle Code Section 2416, including services provided by wheel chair or litter van services. However, in order to limit the potential confusion of the public, organizations and agencies providing non-emergency medical transportation, other than the Contractor selected through this procurement process, will be

restricted by the EMS Agency from utilizing ambulance vehicles within the EOA unless such vehicles have their red emergency warning lights and emergency markings covered or removed.

Licensure as an ambulance from the California Highway Patrol is specifically required in order to operate an emergency ambulance service (California Vehicle Code Section 2416). If the County and EMS Agency were to allow non-emergency medical transportation services to display red emergency warning lights and siren, it would give the public and the health care community the false impression that emergency ambulance services may be provided by the non-emergency medical transportation service. Therefore, through this procurement process, the EMS Agency proposes to restrict operation of such vehicles to a single emergency ambulance service. Only the exclusive contract provider will be allowed to advertise emergency ambulance service within the EOA.

This procurement process does not include an exclusive area for non-transport medical services at the basic life support (BLS) level of service. BLS non-transport services at special events, such as sporting or music events, may be provided by any appropriately licensed organization, including the Contractor.

1. Limited Exceptions to the EOA

The EOA shall encompass the operation of all ground emergency ambulance services and advanced life support (paramedic) ambulance services within the EOA with the following limited exceptions:

- a. Disaster Assistance - Ambulances providing assistance at the County's request during disaster incidents may operate within the EOA.
- b. Instant Aid/Mutual Aid - The provision of ambulance services pursuant to and requested in accordance with EMS Agency Policies and Procedures, as authorized by a County representative, and/or under formal instant aid and mutual aid agreements between the Contractor and a third party that have been reviewed and approved by the County and EMS Agency, shall be exempt from the EOA for that specific incident.
- c. Contracted Specialty Care Units - Ambulance services providing specialty interfacility care and transportation (e.g., neonatal/pediatric transport or critical care transport) utilizing registered nurse and/or physician staffing, under a contract with a hospital or health maintenance organization and transporting patients during interfacility transfers, may utilize ambulance vehicles equipped with red emergency warning light and siren only for interfacility transports. Such vehicles and personnel may not be utilized for prehospital responses and such units may not be staffed by paramedics in the place of registered nurses and/or physicians. This includes neonatal and pediatric transport services under contract to Valley Children's Hospital.
- d. Veteran's Administration (VA) Contract Ambulance Services - Ambulance services

operating pursuant to a federal contract for direct purchase of ambulance services for the Veteran's Administration shall be exempt from the EOA solely for the purpose of servicing that contract.

- e. Federally Operated Ambulances - Ambulance services, provided either by an agency of the federal government or a person or entity pursuant to a contract with such agency, shall be exempt from the EOA solely for the purpose of services to that federal facility/agency. Such exception shall not extend to ambulance services provided to the general public except when such members of the public are at such federal facility.
- f. State Operated and Contracted Ambulances - Ambulance services, provided either by an agency of the state government or a person or entity pursuant to a contract with such agency, shall be exempt from the EOA solely for the purpose of services to that state facility/agency. Such exception shall not extend to ambulance services provided to the general public, except when such members of the public are at such state facility.
- g. For the purposes of this Section II.F.1., Medicare and Medicaid (Medi-Cal) authorizations or other arrangements for reimbursement for services shall be considered a reimbursement arrangement - not a federal or state contract for direct purchase of ambulance services.

2. Inherent Potential Limitations to the EOA and the Agreement

Proposers are advised that the nature and extent of the County's and the EMS Agency's authority to create, to operate under, to enforce the EOA and to authorize the Contractor to provide emergency medical services under the Agreement is governed by the California Constitution and the laws and regulations thereunder, including, but not limited to, the EMS Act and Title 22, Division 9 of the California Code of Regulations. In this regard, the Contractor shall not be granted any greater rights or authorization under the Agreement or in connection with the EOA than the County and the EMS Agency possess under the Constitution and the laws and regulations thereunder and are authorized to confer upon the Contractor. Therefore, if the rights or authority of the County or the EMS Agency to create, to operate under, to enforce the EOA or to authorize the Contractor to provide emergency medical services under the Agreement are limited or eliminated in any manner (e.g., by a court of competent jurisdiction or by a constitutionally-allowed legislative enactment), then:

- a. the Contractor's affected rights under the Agreement shall be limited or eliminated, accordingly, and neither the County nor the EMS Agency shall be liable therefor; and
- b. the County and the Contractor shall enter into negotiations concerning the scope of Contractor's performance of services, and compensation therefor, under the Agreement, and upon the mutual agreement thereof between the parties, the parties will enter into a written amendment to the Agreement pursuant to Section IV.E.4., herein.

G. Geographic Area of the Exclusive Operating Area

Kings County is located in the south central San Joaquin Valley and encompasses 1,435 square miles. It is bordered by Fresno County on the north, Kern County on the south, Tulare County on the east, and Monterey and San Luis Obispo Counties on the west. According to 1999 Department of Finance estimates, the population of Kings County is 154,743. Kings County is one of the richest and most diverse farming areas in the United States. The predominant land use in the County is agricultural.

The exclusive operating area includes the portions of the County as outlined in Attachment B1 and B2, hereof, including the incorporated cities of Avenal (pop. 15,871), Corcoran (pop. 25,893), Hanford (pop. 52,687), and Lemoore (pop. 24,818). The only areas of Kings County not included as part of the exclusive operating area are the Lemoore Naval Air Station (which is served by Naval ambulance personnel), and areas bordering Kingsburg and Riverdale. Both of these areas are currently being serviced by providers based outside of Kings County.

The specific portions of the County not initially included in the exclusive operating area total approximately 60 square miles and are indicated in Attachment B3. If for any reason the County or the outside provider discontinues the agreement for one or all of those specific portions of the County, the Contractor will automatically become responsible for the effected area(s). The County shall notify the Contractor that such area(s) are being incorporated into the exclusive operating area and the Contractor shall provide coverage to the effected area(s) without any requirement of posting an ambulance unit within the effected area(s). Response time performance standards for the effected area(s) will be based on the response performance standards and requirements for the census tract in which the effected area(s) are located.

During the time period from November 1, 2008 through October 31, 2009, EMS Agency records indicate that the ambulance provider in Kings County received 19,674 ambulance requests. Of those requests, 14,619 resulted in patient transports. Call volume data provided in Attachment D, herein, was derived from CAD data and reports presented to the Kings County Ambulance Commission and submitted to the EMS Agency. A copy of the year end report to the Kings County Ambulance Commission (which includes call volume data) will be provided to each proposer by the Procurement Coordinator with the issuance of RFP documents. Proposers are specifically advised that all information on call volume is based upon these reports and data and is presented for the purposes of illustrating past call volume. Prospective Proposers may review individual EMS dispatch records on file at the EMS Agency for purposes of personal verification of call data and volume by contacting the EMS Agency to schedule an appointment to view such records. The County and EMS Agency make no representations or guarantees concerning the number of ambulance requests and/or transports that shall result from this procurement process, nor the Contractor's revenue from such ambulance requests.

The Kings County Exclusive Operating Area is described in exhibits A1 and A2, and includes the Cities of Avenal, Corcoran, Hanford, and Lemoore and the entire unincorporated area of

Kings County, excluding only the Lemoore Naval Air Station (which is served by Naval ambulance personnel), and those areas bordering Kingsburg and Riverdale specifically described in B1 and B2, which are attached hereto and incorporated herein by reference. The following non-exclusive areas are the only areas of Kings County not initially included as part of the EOA and are described in exhibits B1 and B3:

- Riverdale Service Area (Zone 01) - This area is serviced by a Fresno County provider agency which has an advanced life support (paramedic) ambulance stationed in the Community of Riverdale adjacent to the Kings County border.
- Kingsburg Service Area (Zone 03) - This area is serviced by a Fresno County provider agency which has an advanced life support (paramedic) ambulance stationed in the City of Kingsburg adjacent to the Kings County border.
- Lemoore Naval Air Station (Zone 04) - This area is serviced by the Lemoore Naval Air Station.

#### H. Expansion of the EOA

As a part of this procurement process, the County and the EMS Agency shall have the option to incorporate the geographic areas initially designated as non-exclusive areas (Section II.G., herein) into the EOA, thereby requiring the Contractor to be responsible for providing emergency and advanced life support (paramedic) ambulance services to these areas under the Agreement. The addition of these optional areas is intended to provide a safety net for the residents and visitors of these areas should a major disruption of ambulance services occur with the current provider agency for one or more non-exclusive service areas.

The inclusion of this option to add geographic areas to the EOA is not a statement of dissatisfaction by the County or the EMS Agency in the performance of the current non-exclusive provider agencies. Rather, this procurement process requires the Contractor to work cooperatively with the non-exclusive provider agencies to provide a coordinated ambulance delivery system. It may be necessary that the County and EMS Agency may require that the Contractor implement services within such an area and that the area be incorporated into the EOA.

The County and the EMS Agency may exercise their option to require the Contractor to provide services in any of the non-exclusive areas at any time, excluding Lemoore Naval Air Station (Zone KR04). The Lemoore Naval Air Station is the responsibility of the Federal Government and any future request by Lemoore Naval Air Station to be included in the EOA will be discussed with the County and EMS Agency. There has been no discussions to date regarding the inclusion of Lemoore Naval Air Station in the EOA. The exercise of such option as to one or more non-exclusive area shall not preclude the County or the EMS Agency from exercising this option as to any other non-exclusive areas at any subsequent time during the term of the Agreement.

The geographic area of each of these service areas are described in Attachments B-1 and B-

3. The Contractor shall be responsible for rural response time performance standards as described herein, and for the performance of the Contractor's other obligations, under the Agreement for such areas that are added to the EOA.

I. Use Own Expertise and Judgment

Proposers are specifically advised to use their own best expert and professional judgment in deciding upon the methods to be employed to achieve and maintain a performance required under the Agreement. By using the term "methods," the County and EMS Agency mean compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which taken together, comprise each company's own strategies and tactics for accomplishing the task. The County and EMS Agency recognize that different companies or organizations may employ different production methods, perhaps with equal success. By allowing each proposer to select, employ, and change its production methods, the County and EMS Agency hope to promote innovation, efficiency, and superior levels of performance.

J. Estimated Business Volume

The County and EMS Agency specifically make no representations concerning the number of requests for ambulance service, ambulance transports, quantities or length of long distance transfer services, or frequency of special events coverage which will be associated with this procurement process. Any and all historical data on past volumes of business in the EOA or within the County are provided mainly to illustrate the historical level of performance and not as a guarantee or assurance of future business volume.

Summary data on local EMS operations will be provided to each proposer by the Procurement Coordinator with the issuance of RFP documents. This information will include the following:

- Year End Ambulance Performance Report to the Kings County Ambulance Commission (KCAC) for all months from November 2000 through December, 2009.
- Ambulance response data for Kings County from January 1, 2008 to December 31, 2009 is available in computer format, as outlined in Attachment D, hereof.
- Prehospital patient care data for Kings County from January 1, 2008 to December 31, 2009 is available in computer format, as outlined in attachment D, hereof. Prehospital patient care data does not include names or any information that can breach the confidentiality of patient's medical records.

K. Ambulance Staffing

The Contractor shall provide one-hundred percent (100%) of the ground ambulances for services within the EOA, staffed and equipped at the advanced life support (paramedic) level, except in the following situations:

1. Critical care interfacility transport services staffed with registered nurses and/or physicians, including, but not limited to neonatal/pediatric contract transport units, if operated by the Contractor.
2. Scheduled or non-emergency long distance transports, where the point of pick-up or patient's destination is located outside of the County, may utilize BLS level personnel (EMT-I) only if the sending physician has determined that paramedic personnel are not required for patient care due to either patient condition, or a nurse or physician will be in attendance during the transport.
3. Contract ambulance services to the state or federal government, including, but not limited to Veteran's Administration contract ambulance services.
4. During periods of a local disaster, as declared by an authorized federal, state, or local agency official, the Contractor shall be exempt from providing advanced life support (paramedic) level staff if it has exhausted, or is unable to recall in a timely manner, all of its paramedic level personnel engaged in or diverted by such disaster or relief operations pertaining thereto.
5. Special event and standby coverage service utilizing a BLS ambulance unit when such alternate level of service is acceptable to the event sponsor. The stand-by BLS ambulance would be non-transport and would utilize ALS for transport services in accordance with EMS Policy and Procedure.
6. Non-emergency medical transportation services to scheduled transport requests when advanced life support (paramedic) services are not medically necessary for the transport, including scheduled ambulance transports, litter van or wheelchair van services provided by the Contractor.

The current EMS Agency requirement for minimum staffing of advanced life support (paramedic) units is one (1) currently California-licensed and locally-accredited Emergency Medical Technician-Paramedic and one (1) currently certified and accredited Emergency Medical Technician-I. The Contractor may utilize its own discretion on resource management with regard to advanced life support (paramedic) ambulance units. The Contractor may operate a single tiered system - utilizing advanced life support (paramedic) ambulance units for all responses, including the above noted exceptions to advanced life support staffing requirements; or the Contractor may operate a multi-tiered system - staffing different types of units with different staffing levels in order to service the various types of responses. The Contractor has the operational flexibility to operate under either model in order to provide a cost-effective system. However, the Contractor's performance requirements under the Agreement shall not be lessened if it elects to operate a multi-tier system - that is, the Contractor shall in any event be responsible to provide an advanced life support (paramedic) staffed and equipped ambulance unit to one-hundred percent (100%) of Priority 1, 2, 3, and 4 requests for services, as defined in the EMS Agency Policies and Procedures Manual, and all incidents where a scheduled transport (Priority 5) requires an advanced life support (paramedic) ambulance unit.

If the Contractor elects to utilize BLS ambulances as a part of a multi-tiered system, and, in the case of incidents which require the response of an advanced life support (paramedic) ambulance unit, the Contractor utilizes BLS ambulances in conjunction with non-transport advanced life support (paramedic) units, the following standards shall apply:

- Response time performance shall be determined according to Section II.P., herein;
- Rendezvous between BLS ambulance units and advanced life support (paramedic) units shall be initiated according to the standards described in EMS Policy; and
- Such BLS ambulance personnel shall adhere to EMS Agency Policies and Procedures regarding treatment and the urgency of transport. Patient transport shall not be inappropriately delayed, contrary to EMS Agency Policies and Procedures, in order to wait for the arrival of a non-transport advanced life support (paramedic) unit in order to prevent the levy of liquidated damages regarding a BLS response.
- If the contractor proposes to utilize EMT-I level ambulances for services under this agreement, the contractor shall train its personnel and shall equip these units at the BLS-defibrillation level.

In the future, the requirement for advanced life support (paramedic) staffing may be modified by the EMS Agency based upon medical necessity. Recent medical literature has raised questions about the medical effectiveness of advanced life support (paramedic) services in urban settings with short transport times. The EMS Medical Director and EMS Agency will also examine the appropriateness of expanded scope advanced life support (paramedic) personnel.

The Contractor may sub-contract with other organizations for partial or full staffing of ambulance units subject to Section IV.E.3., herein. For example, Avenal Hospital District has historically provided a staffed and equipped ambulance for the Avenal-based advanced life support (paramedic) ambulance unit. Avenal Hospital District is interested in continuing these services under a sub-contract with the Contractor. Other public (e.g., fire and law enforcement agencies) and non-profit organizations (e.g., clinics) may also be interested in contracts to provide partial ambulance staffing. The Contractor may explore and implement these programs, subject to the written approval of the County and EMS Agency. Any such program should carefully consider staffing protocols for such alternate arrangements. Under such contracted staffing arrangements, the Contractor remains solely responsible for satisfactory performance of the requirements in the Agreement.

L. Deployment of Ambulance Units and System Status Management Plan

1. System Status Management Plan

The Contractor's method and manner for providing ambulance services (including rural coverage and back-up) shall be documented in its system status management plan. The

system status management plan will be developed by the Contractor. The Contractor's system status management plan shall include an ambulance unit posted within each of the cities of Avenal and Corcoran. Additionally, the system status management plan shall address posting and back-up coverage of community-based units. The Contractor shall provide the EMS Agency with fifteen (15) calendar days advanced written notice of any changes in the system status management plan which lower the priority of rural back-up coverage, or which result in a net decrease in unit hours either the metro/urban area or the rural/wilderness area. The EMS Agency's review and/or recommendations on the system status management plan or any modified plan does not constitute approval or acceptance by the County or EMS Agency of the Contractor's level of effort to perform services under the Agreement, nor may it be inferred that such level of effort is a substitute for Contractor's performance.

Since the Contractor shall be held responsible for response time results, and for providing response time equality among the various neighborhoods and areas of the EOA, the Contractor may employ and alter its system status management plan. The Contractor may implement temporary adjustments (modifications for a single day) to its system status plan to meet operational needs or changes in demand without the required fifteen (15) calendar days' notice as provided in the foregoing paragraph.

If the Contractor proposes to utilize a combination of ALS and BLS ambulances (ALS for immediate/urgent responses and BLS for scheduled responses), the Contractor's system status management plans shall reflect each staffing plan.

## 2. Unit Hour Utilization and Personnel Scheduling

An important factor effecting response time reliability and system efficiency is effective unit hour utilization (i.e., the number of ambulances responses, transports, or arrivals divided by number of actual unit hours). Under this procurement process, the Contractor is allowed to employ innovation and even sophisticated techniques for maximizing unit hour utilization. If the Contractor schedules field personnel assigned to the metro-area in a manner such that personnel are not scheduled for shifts that exceed twelve (12) hours and the Contractor has demonstrated controls which will limit the ability of the Contractor's personnel to work "back-to-back" shifts, the Contractor is not subject to any unit hour utilization limits. However, if the Contractor utilizes schedules which exceed this standard, the Contractor is subject to a maximum unit hour utilization ratio of 0.40 for all ambulances in the EOA. The Contractor may not operate above this level without approval by the EMS Director, or his designee; provided, however, that so long as the Contractor's response time performance exceeds the requirements of the Agreement, and provided that the Contractor can show that the increased productivity will not place an unreasonable workload upon field personnel (given proposed scheduling arrangements), the EMS Director, or his designee, shall not unreasonably withhold its approval of the Contractor's request to exceed the maximum unit hour utilization ratio.

## 3. Initial System Status Management Plan

During the first three (3) months of operations under the Agreement, the Contractor shall adhere to the initial system status management plan submitted in its proposal, or a modification of that plan which is approved in writing by the EMS Agency. Thereafter, for the term of the Agreement, at the Contractor's discretion and subject to prior review by the EMS Agency, the system status management plan may be altered by the Contractor to produce the required response time performance with the greatest possible efficiency.

It is anticipated that, initially, the Contractor will utilize comparatively more unit hours of production than may be necessary after the Contractor has gained additional local experience. That is, in order to be safe during the first quarter year of operations, the Contractor is advised to deploy more ambulance units than the Contractor expects to deploy later in the Agreement when, with the benefit of more local coverage experience, improved efficiency can be safely realized. Therefore the Contractor shall submit, in its proposal, its suggested initial system status management plan for the first three (3) months of operations. If accepted by the County and EMS Agency, the Contractor shall be required to adhere to that plan as a minimum level of effort of performing services during the first three (3) months of the Agreement. However, the Contractor will still be held to minimum performance standards under this initial system status management plan. The County and EMS Agency's approval of such plan shall not be an acknowledgment or acceptance by the County and EMS Agency that this minimum level of effort of performance relieves the Contractor of the performance responsibilities of the Agreement.

This initial system status management plan shall specify the general locations of ambulances, including the community-based units specified in Section II.M., herein. This plan will additionally specify for each post location, if the post location will be an indoor post site or an outdoor post site, post priorities, and the number of vehicles to be deployed during each hour of the day, each day of the week, during the first three (3) months of operation. The plan shall additionally address the Contractor's priorities for staffing and providing back-up coverage of the community-based unit locations specified by this procurement process. Information on specific schedules is only necessary as to demonstrate the types of shifts the Contractor intends to employ in implementing the plan (e.g., 24 hour shifts in all areas, 24 hour shifts in rural areas, 12 hour shifts in metropolitan/urban response areas).

M. Community-based Ambulance Units and Back-up Ambulance Coverage

The Contractor shall be responsible for stationing ambulance units within the Avenal City and Corcoran City areas and may incorporate these ambulance units into its system status plan. The Contractor's system status plan shall provide that back-up ambulance coverage, from within the EOA, shall be dispatched and commencing its travel enroute to cover these areas within ten (10) minutes of an ambulance unit going enroute to the scene of an ambulance response or being taken out-of-service for reasons other than an ambulance response (e.g., mechanical problem). The Contractor may establish priorities for back-up coverage of the Avenal City and Corcoran City based ambulance units in the Contractor's system status plan, however, lack of back-up ambulance coverage due to a lack of available ambulance units is

not, in itself, the basis for an appeal of liquidated damages for a late response or a referred call, as identified, herein.

The following community-based units are required under the base system performance standards:

1. West County Unit (based in the City of Avenal).
2. South-East County Unit (based in the City of Corcoran).

N. Instant Aid and Mutual Aid Responses Outside of EOA

To the extent that the Contractor has units available, and to the extent consistent with its primary responsibility to provide ambulance and emergency medical services in the EOA, the Contractor shall, in accordance with EMS Agency Policies and Procedures, render immediate "instant aid" and "mutual aid" to those providers of emergency medical services operating within adjacent areas in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

1. "Instant Aid" shall be defined as a request for immediate response to an incident within the jurisdiction of another provider or agency. Such responses may be the subject of a preestablished agreement between the Contractor and such provider or agency. Examples: (1) A request for a response into the service area of another agency due to the Contractor's unit being the closest available unit. (2) A request for a response into the service area of another agency to assist with a multi-casualty incident.
2. "Mutual Aid" shall be defined as a request for immediate response to a major incident which has overwhelmed or exceeded the resources of another provider or agency, and is not the subject of an "Instant Aid" agreement. Example: The Contractor may establish a Mutual Aid agreement with neighboring areas to respond during disaster incidents.

The Contractor will be responsible for providing mutual aid ambulance response to all non-exclusive areas of Kings County and adjacent counties. This means that the Contractor shall be responsible for sending an advanced life support (paramedic) ambulance unit in those cases where the Contractor's unit is the closest available ambulance in response to a request for service and/or a multi-casualty incident. For calls which require an immediate dispatch (Priorities 1 or 2) or urgent dispatch (Priority 3 or 4), the Contractor is responsible for immediately dispatching the closest available unit, however, no response time standards will be required of the Contractor for responses outside of the EOA.

The Contractor may negotiate instant aid/mutual aid agreements with surrounding provider agencies to provide for coverage and response, subject to the EMS Agency's review and approval.

O. Dispatch Center Operation

As a part of the services under the Agreement, the Contractor is responsible for providing or contracting for county-wide ambulance dispatch services.

1. Overview of Ambulance Dispatch Center Operations

- a. The Contractor will be responsible for answering medical calls from the public and medical facilities for service on seven digit lines and/or ring down lines from medical facilities and other public safety dispatch centers. The ambulance dispatch center must be a secondary 9-1-1 public safety answering point (PSAP). 9-1-1 calls are either transferred or conferenced from other PSAPs.
- b. The Contractor is responsible for the dispatching of all providers of emergency ambulance services in Kings County, instant aid and mutual aid ambulance units, including those from other counties, and coordination of EMS helicopters responding into the exclusive operating area. The Contractor's operation of the ambulance dispatch center shall not provide greater emphasis to the dispatching of the Contractor's units over those of other provider agencies. Ambulance dispatch personnel shall manage requests for ambulance service in accordance with EMS Agency Policies and Procedures.
- c. The Contractor's ambulance dispatch personnel must meet the dispatcher certification requirements in accordance with EMS Agency Policy and Procedure.
- d. The Contractor's ambulance dispatcher shall assign the medical priority of the response in accordance with EMS Agency-approved dispatch protocols and as described in Section II.P.1, herein.
- e. The Contractor's ambulance dispatchers shall provide, as appropriate, telephone pre-arrival medical instructions using EMS Agency-approved dispatch protocols.
- f. The Contractor shall utilize only dispatch policies and procedures that have been authorized by the EMS Agency.
- g. All radio and telephone communications, including pre-arrival instructions and continuous 24-hour voice time track (i.e., Pacific Bell time track) must be electronically recorded on tape or other recording media and kept for a minimum of one hundred and eighty (180) calendar days. Note: There may be occasions when a recording tape or other media record may be stored or "pulled" at the request of the EMS Agency or County due to quality improvement or legal requirements. The Contractor should assure that there is an adequate surplus of tapes or other recording media to ensure that 180 days of recording can be maintained.
- h. The Contractor shall ensure that all dispatching and communications (computer record or dispatch card) with ambulance units is conducted in a manner consistent with federal, state legislation and laws, including EMS Agency Policies and Procedures.

- i. The Contractor shall work cooperatively with the EMS Agency to plan for and implement upgrades and enhancements of its dispatch and communications system which are mutually agreed, by the EMS Agency and the Contractor, to be beneficial to the system and financially feasible for the Contractor.
- j. The Contractor's ambulance dispatchers shall provide disaster and special incident coordination, including providing staff at a County mobile command post during such incidents. During such time of unusual occurrence, the Contractor's ambulance dispatch staff and the EMS Agency shall work in conjunction to manage the incident.
- k. Other than the EMS Agency's normal business hours, the ambulance dispatch center will be a point of contact for EMS Agency staff. The ambulance dispatch center shall forward messages received during these time periods to the EMS Agency staff on-call. In addition, on a twenty-four (24) hour basis, the ambulance dispatch center shall notify EMS Agency staff on-call of multi-casualty incidents in Kings County, hazardous materials incidents, prolonged periods (greater than five (5) minutes) of level zero (i.e., no available ambulance units in the EOA), rescue team responses, accidents involving ambulances, hospital diversions and other incidents as defined by the EMS Agency Policies and Procedures.

## 2. Dispatch Documentation

The Contractor's ambulance dispatchers will be responsible for documenting all requests for ambulance service received by the ambulance dispatch center. The primary method for such documentation will be through a Computer Assisted Dispatch (CAD) system at the ambulance dispatch center. Ambulance dispatchers are responsible for entering data into the CAD system in accordance with EMS Agency Policies and Procedures. The Contractor's ambulance dispatch personnel shall directly and immediately input requests for services into the CAD system as requests are received without initially documenting the request in some other manner (e.g., writing dispatch information on paper or some other medium) in order to ensure the accurate recording of times relative to the request and the response.

Any actions on the part of the Contractor's ambulance dispatchers to enter data in such a way as to document false information (including delaying the entering of data or omitting data) may be considered by the County and EMS Agency as a Material Breach of the Agreement by the Contractor. The Contractor shall adhere to the County and EMS Agency's other methods of dispatch documentation including the use of manual dispatch cards (during times of computer failure), forms for the documentation of hazardous materials and multi-casualty incidents, 24-hour continuous voice recording systems at the ambulance dispatch center, and coding conventions utilized for both the CAD system and manual dispatch card system.

## 3. Staffing

a. Ambulance Dispatchers

The Contractor's ambulance dispatchers shall all be trained and certified in the Medical Priority Dispatch System through the National Academy of Emergency Medical Dispatch (NAEMD) or other equivalent training approved by the EMS Agency Director. Ambulance dispatchers shall maintain the NAEMD certification as a condition of their certification as a medical dispatcher. Dispatchers are certified by the EMS Agency and are required to attend continuing education and recertification testing in order to maintain their certification. Proposers shall refer to the EMS Agency Policies and Procedures for dispatcher certification and recertification requirements.

b. Scheduling of Ambulance Dispatchers

The Contractor shall provide a scheduling plan for ambulance dispatcher staffing. Staffing schedule may be adjusted to "peak load" time periods. A supervisor level dispatcher shall be provided by the Contractor at all times during dispatch operations. At no time shall the Contractor staff the ambulance dispatch center with less than one (1) dispatch supervisor (accredited as an EMS Dispatcher) and one (1) accredited EMS Dispatcher, meaning that such personnel are on-duty and available at the ambulance dispatch center including personnel on meal breaks. Such minimum staffing shall not include the hours of Contractor's management staff who direct dispatch operations except in those times that such management staff is functioning as either an ambulance dispatcher or dispatch supervisor. Dispatch supervisors must also have current accreditation/certification as ambulance dispatchers. This minimum staffing standard shall be considered as only a minimum. The Contractor is responsible for adding sufficient staff to properly manage incoming requests for ambulance services.

c. Professionalism

The Contractor and its ambulance dispatch staff shall maintain a professional relationship and level of interaction with the public, medical facilities, as well as other public safety answering points. The EMS Agency will periodically review dispatch recordings in order to monitor the professionalism of the ambulance dispatch personnel.

4. Dispatch Performance Standards

The Contractor shall provide sufficient dispatcher staff at the EMS Communications Center to allow prompt answering of all telephone requests for ambulance service and no telephone request for immediate ambulance response shall be placed on hold except for rare times of extreme system overload. This includes ring down lines with hospitals and other dispatch centers. In addition, staffing shall be adequate in order to allow dispatchers to provide necessary telephone pre-arrival instructions except for rare times of extreme system overload. The following minimum standards form the objective performance data for

EMS dispatch operations:

- a. For each month, a minimum of ninety-eight percent (98%) of calls for service through the 911 system shall be answered in three (3) rings or less.
- b. For each month, a minimum of ninety percent (90%) of requests for the immediate dispatch of an ambulance and/or fire apparatus, in accordance with EMS Agency approved dispatch protocols and excluding multiple unit responses and reassigned responses, shall be alerted (the dispatcher completes all necessary procedures to alert the unit) within sixty (60) seconds of the call received time. This includes both the Contractor's units and other ambulance agency units.

5. Access Mechanisms

The primary access number for the public will be 9-1-1. The Contractor will emphasize 9-1-1 as a part of its advertisements and public information programs. The Contractor may advertise a seven digit number for urgent interfacility transfers and scheduled response access. All telephone lines used for access or communications with ambulances crews, hospitals, or other agencies shall be electronically recorded and include a 24-hour continuous voice time track (i.e., Pacific Bell time track) .

6. Computer Assisted Dispatch (CAD)

CONTRACTOR shall furnish and maintain a computer aided dispatch (CAD) system for its ambulance dispatch center. Specific requirements include the following:

- a. The CAD system shall be specifically designed and programmed to support the needs of the Kings County EMS system.
- b. The Contractor shall ensure that CAD system is capable of recording and maintaining information in accordance with Title 13 of the California Code of Regulations, Section 1100.7. This shall include all requests for ambulance services including referrals to other provider agencies, canceled runs, special event stand-bys, and all responses by the supervisor and disaster units. CAD Documentation shall include but not be limited to:
  1. Date call received;
  2. Time call received;
  3. Name of requesting person or agency;
  4. Time unit(s) alerted;
  5. Time unit(s) enroute;
  6. Time unit(s) on-scene;
  7. Time unit(s) depart scene;
  8. Time unit(s) arrive destination;
  9. Time unit(s) in-service/available;
  10. Location of incident;

11. Nature of incident;
  12. Names of responding personnel;
  13. Identification of unit(s) sent;
  14. Location of responding ambulance unit when dispatched;
  15. Mode of response and any change in response mode (time shall be noted);
  16. Destination of transporting unit(s);
  17. Mode of transport and any change in transport mode (time shall be noted);
  18. Number of patients transported;
  19. Disposition of non-transporting unit(s) (if canceled, include reason and by whom);
  20. Reasons for delays (if applicable);
  21. Name of person receiving the call;
  22. Name of person dispatching the call.
- c. The CAD system must have safeguards that will preclude dispatch personnel from being able to alter the data record of any call.
  - d. The CAD system shall be programmed with current geo-location files that will ensure accurate address and location information.
  - e. The CAD system shall interface directly with the enhanced 9-1-1 emergency telephone system to allow for the transfer of ANI/ALI information directly from the enhanced 9-1-1 system.
  - f. The CAD system must be capable of monitoring ambulance unit status and assignments (i.e., post screen). In addition, the CAD shall have the capability of providing a system snapshot that will provide information, including report format, as to the location and availability of all ambulance units at any given time.
  - g. The CAD must include a automatic vehicle location system that records the movement and exact location of ambulances, including the supervisor units.
  - h. The CAD must provide for invehilce mapping and dispatch information, including the use of "status" buttons, which allow ambulance crews to press a button to change the status of the ambulance.
  - i. THE CAD must provide for automatic text paging of incident information to ambulance crews.
  - j. The CAD must be capable of allowing the EMS agency online access to the CAD for monitoring purposes.
  - k. The CAD system must be capable of producing reports that will identify all call records. Calls that fall outside of established time criteria shall be easily identified.
  - l. The CAD system must be capable of providing downloaded data on computer disk to be supplied to the EMS Agency on a monthly basis, or whenever requested.

- m CAD Data must be retained for a minimum of five (5) years.
- n In the event that either the County or Contractor develops geofile information, upon request by the other party, such information shall be made available. If the geofile information is third party copyrighted or if such acquisition requires additional licensing, the requesting party will be responsible for all costs associated with such acquisition.

7. EMS Agency and County Staff at the Ambulance Dispatch Center

The EMS Agency may, at any time and without notice, observe ambulance dispatch center operations. The role of the EMS Agency is not a supervisory role over Contractor's personnel and is not a method of directing dispatch operations except in rare circumstances, such as disaster operations. The EMS Agency role is to monitor the Contractor's operations for adherence to standards of the Agreement and EMS Agency Policies and Procedures. EMS Agency staff do, however, provide a resource for interpretation of policy.

P. Response Performance Standards and Requirements

Response times are a combination of dispatch operations and field operations. The County and EMS Agency will provide the Contractor with significant flexibility in its methods of providing service under the Agreement. This is based upon the Contractor's commitment to perform to the minimum response time standards. Therefore, an error on the Contractor's part in one or more phases of its operation (e.g., dispatch, system status management plan, vehicle maintenance and the like) shall not be the basis for the EMS Agency granting an exception to the Contractor's performance in another phase of its operation (e.g., response time performance). Appropriate response time performance is a result of the coordinated effort of the Contractor's total ambulance operation and therefore is solely the Contractor's responsibility. Response times shall be measured in minutes and seconds, and shall be documented in accordance with Section II.P., herein.

**Ambulance response time is defined as the interval between the time that the EMS Dispatcher has enough information to initiate a response and the time that a fully equipped and staffed advanced life support (paramedic) ambulance arrives at the scene of the incident (as more specifically defined in Sections II.P.2. and II.P.3, herein).**

Calculation of ambulance response time for this procurement process and its resulting Agreement **WILL NOT** include any of the following:

- The interval from PSAP notification of the EMS provider to the time a unit is dispatched; nor
- The interval from unit alert to arrival at the scene of the incident; nor
- The interval from completion of the full telephone inquiry to the time of arrival at the scene

of the incident; nor

- The interval from call received to the time a lone advanced life support (paramedic) arrives at the scene of the incident in a supervisor's car; nor
- The interval from call received of an emergency call to the time of the arrival at the incident of a BLS unit.

Ambulance response times are calculated beginning when the call received time at the ambulance dispatch center is time stamped by either the computer assisted dispatch system, or in cases of computer down time, on manual dispatch cards (at the time when the address/location, call back telephone number, and initial presumptive patient condition are identified). Response time shall be measured in minutes and seconds.

Ambulance response time for calls requiring a scheduled response (Priority 5) is defined as the interval between the scheduled pick-up time and the moment the first fully staffed and equipped ambulance arrives at the scene. Response time for scheduled responses shall be measured in minutes and seconds.

Response time standards do not apply to situations where the Contractor's ambulance unit is canceled prior to arrival at-scene. However, liquidated damages may apply to individual responses which are canceled prior to arrival at the scene where such cancellation occurred significantly after the appropriate response time deadline (refer to Section II.P.14., herein).

In situations where, due to computer failure, manual dispatch cards are being utilized, the same standards of response time will be adhered to; however, response times will be calculated in whole minutes because it is usually not possible, under such circumstances, to capture seconds as well as minutes. The County and EMS Agency recognize that this type of performance record-keeping is not as strict a standard as minutes and seconds. However, since computer failure limits the Contractor's access to automated dispatch enhancements and system status management information, such a variation from normal response time standards is appropriate. During any period of computer down time, the Contractor shall make every effort to correct any problems as quickly as possible.

The following standards will be utilized for the Agreement:

#### 1. Priorities of Response

The priorities of response for the Fresno County EMS System are defined in the EMS Agency Policy and Procedure Manual and may be modified by the EMS Agency. These response time standards for these priorities may be adjusted by the County and EMS Agency, without the consent of the Contractor, but upon reasonable advanced written notice to the Contractor, through the course of the Agreement in order to maintain a medical-effective and cost-effective system of emergency care.

In general, the priorities of response as described in EMS Policy are defined as follows:

- a. Priority 1 - A lights and siren immediate response for a presumed life-threatening condition. Such incidents have a significant probability of a patient in cardiac arrest, with an airway problem, or serious compromise of the respiratory or cardiovascular systems, including, shock. This prompts the response of the closest advanced life support ambulance unit and the closest non-transport first responder unit in order to provide the most rapid response of personnel who can provide immediate basic life support in the form of airway management, CPR, bleeding control, and, if available, defibrillation. If the provider agency for the zone in question offers paramedic services, a paramedic ambulance shall be dispatched on this call for the provision of an advanced life support assessment. Transport is the next most important treatment mechanism. Therefore, the closest ambulance unit should be responded, including the diversion of an ambulance unit enroute to a lesser priority response. Specific response time requirements may exist through agreements with provider agencies.
- b. Priority 2 - A lights and siren immediate response for a presumed emergency condition. This priority prompts the immediate response of the closest advanced life support ambulance unit. If the provider agency for the zone in question offers paramedic services, a paramedic ambulance shall be dispatched on this call for the provision of an advanced life support assessment. Such incidents may require immediate transportation and, if available, advanced life support care to treat the patient's emergency condition. In an urban setting with rapid ambulance response times, the response of a non-transport first responder unit is not necessary as the need for immediate basic life support intervention is limited. There are fire agencies that prefer to respond to priority two responses. Therefore, the closest ambulance unit should be responded, including the diversion of an ambulance unit enroute to a lesser priority response. However, in rural, remote, or wilderness areas where the ambulance response is prolonged, the response of a non-transport first responder unit is appropriate to provide supportive basic life support until the arrival of the ambulance. Specific response time requirements may exist through agreements with provider agencies.
- c. Priority 3 - A non-lights/siren urgent response for a presumed non-life-threatening, but urgent condition. This priority prompts the immediate response of the closest advanced life support ambulance unit for reasons other than an immediate threat to life or limb. If the provider agency for the zone in question offers paramedic services, a paramedic ambulance shall be dispatched on this call for the provision of an advanced life support assessment. Specifically, these calls can not be "stacked" or "held". They can not be delayed by breaks, crew changes, resupply, refueling, or meal breaks. Specific response time requirements may exist through agreements with provider agencies.

This includes any prehospital non-scheduled request in which the patient's destination is an acute care facility. The response will be made by the closest available ambulance. A non-scheduled request is a call which, by its nature, could

not be scheduled. If the request is schedulable, it may be considered for scheduled priority status. If the destination for a prehospital incident is the emergency department of an acute care facility, the call is Priority 3. If the destination is a diagnostic or scheduled treatment area of an acute care facility, evaluate the call for scheduled priority status.

- d. Priority 4 - A non-lights/siren emergency response for a presumed non-life-threatening, but urgent interfacility transfer. This priority requires an immediate dispatch for reasons other than an immediate threat to life or limb. Specific response time requirements may exist through agreements with provider agencies. If the provider agency for the zone in question offers paramedic services, a paramedic ambulance shall be dispatched on this call for the provision of an advanced life support assessment. Specifically, these calls can not be "stacked" or "held." They cannot be delayed by breaks, crew changes, resupply, refueling, or meal breaks. Example: Transfer of a rule-out myocardial infarction.
- e. Priority 5 - A non-emergency response for a scheduled or schedulable ambulance transport. Specific response time requirements may exist through agreements with provider agencies. A scheduled pickup time shall be established for all Priority 5 calls.

Often, the staff of the requesting institutions will simply ask for the ambulance "ASAP" or "no big hurry". The dispatcher shall work with the caller to establish a reasonable pickup time that most accurately reflects the earliest possible time that a transport unit is needed. If no pickup time is arranged and/or documented, the call will be classified as a Priority 3 (prehospital) or Priority 4 (interfacility). By establishing a scheduled pickup time, the requesting institutions will have time at which they may expect the unit and plan accordingly. Each of these calls should be scheduled for pickup as quickly as possible. If the requesting party is unable to decide or unwilling to decide upon a scheduled time, the dispatcher shall offer the caller a pickup time (verbally) based on his/her best judgment as to when the call may be completed.

- f. Priority 6 - Out-of-county scheduled ambulance transport.
- g. Priority 7 - Special event or public assist ambulance standby.
- h. Priority 8 – Critical Care Transport - Critical care transports are requests for specialized medical transport services and usually includes the staffing of a critical care nurse or team. If Critical Care Transport Units are intended to be used, the Contractor will submit a written plan and request to use such transport services.

In addition to the definitions of response priorities, EMS Policy #405 specifies that:

- "Ambulance units alerted or enroute to an incident will be diverted to a higher priority incident if they are the closest appropriate unit. The next appropriate unit

will be assigned to the original incident of the diverted unit.”; and

- “When a unit arrives on scene of an unscheduled prehospital incident and reports such arrival, the ambulance dispatch center cannot cancel that unit’s response.”

2. Response Times for Requests Which Prompt an Immediate or Urgent Dispatch (Priorities 1-4)

Response times are measured from the time the request for service is received at the ambulance dispatch center until a fully staffed and equipped advanced life support (paramedic) ambulance unit arrives at the scene of the incident. The arrival of a non-transport advanced life support (paramedic) unit, alone, will not satisfy the response time standard. Also, the arrival of a non-paramedic ambulance unit, alone, will not satisfy the response time standard. However, the combined response of these two (2) types of units would satisfy the response time standard based upon the arrival of both units at the scene (response time measurement, in such case, would be based upon the arrival time of the later arriving unit).

- a. “Request received” shall be defined as the moment the address/location, call back telephone number, and initial presumptive patient condition (PPC) are identified by the ambulance dispatch center.
- b. “At scene” is defined as the moment when the fully staffed and equipped ambulance unit is physically at or within one-hundred (100) feet of the scene. In situations where the unit is responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents or non-secured scenes), arrival at scene shall be the time the unit arrives at the designated staging location or within one-hundred (100) feet of it.
- c. In instances when units fail to report “at scene”, the time of the next communication with that unit shall be used as the “at scene” time. However, the Contractor may appeal such instances when it can document the actual arrival time through another means (e.g. first responder, communications recordings/logs, automatic vehicle locator, and the like).
- d. For the purpose of response time performance calculations, response time standards do not apply to situations where the Contractor is canceled prior to arrival at scene.

3. Response Times for Requests Which Prompt a Scheduled Dispatch (Priority 5)

- a. Response times for scheduled requests are measured as follows:
  1. From the scheduled pick-up time until a fully staffed and equipped ambulance unit arrives at scene.

2. The scheduled pick-up time shall be established with the calling party as the time the unit needs to arrive at the patient's point of departure. It shall be established for all Priority 5 dispatches consistent with EMS Agency Policies and Procedures.
3. Response times for calls which either are on-time or arrived at early (prior to the scheduled pick-up time) shall be reported as a response time of zero (0) minutes and zero (0) seconds.
4. For the purpose of response time performance calculations, response time standards do not apply to situations where the Contractor is canceled prior to arrival at scene.

#### 4. Performance Indicators for Alerting and Initiating Response

The following performance indicators shall be used to evaluate the timeliness of the Contractor's dispatch and field operations on requests that require an immediate dispatch (Priorities 1, 2 and 3) or an urgent dispatch (Priority 4). The County and EMS Agency recognize that, in some cases, the Contractor's performance may fall outside this range of performance indicators. Therefore, except as to the performance indicators which are also described as dispatch performance standards under Section II.O.4, herein, such performance indicators are not used as standards for enforcing Contractor's performance of its obligations under the Agreement in the same manner as enforcement of the Contractor's obligation to comply with response time standards under the Agreement. Rather, they are utilized as a means of determining whether the Contractor meets the criteria for an exception to response time standards and for evaluating the need for more in-depth Quality Improvement review by the EMS Agency and/or Contractor of Contractor's operations.

##### a. Immediate Dispatch (Priorities 1 thru 3)

1. The time from call received to unit alert shall be one-hundred twenty (120) seconds or less. A detailed review by the Contractor and EMS Agency shall occur for all cases which are over one-hundred twenty (120) seconds. This performance standard is also a performance measurement of dispatch performance.
2. The time from unit alert to unit enroute shall be sixty (60) seconds or less. A detailed review by the Contractor and EMS Agency shall occur for all cases which are over one-hundred twenty (120) seconds.

##### b. Urgent Dispatch (Priority 4)

The time from call received to ambulance unit alert shall be three (3:00) minutes or less. This performance standard is also a performance measurement of dispatch performance.

#### 5. Suspension of Low Priority Responses

Upon notification by the Contractor, scheduled (priority 5 and 6) and, in extreme cases, priority 3 and 4 requests may be temporarily suspended by the EMS Agency in time of unexpected and unavoidable system overload (e.g., major multi-casualty situations). Such services shall be restored once sufficient reserve emergency production capacity is available or the incident is resolved. The Contractor shall notify the requesting party of the delay in services.

#### 6. Referral of Calls and Dispatch Delays

Incidents prompting an immediate or urgent dispatch will be dispatched (unit alerted) without delay. However, during periods of peak load (but not meeting the requirements for suspending low priority responses - Section II.P.5., herein), the Contractor may desire, due to low levels of available ambulance units, to delay the dispatch of ambulance units to some incidents until units can become available to manage the new incident. Such delays by the Contractor are not authorized exceptions to the performance and other provisions of the Agreement. While a delayed response using one of the Contractor's nearby units may provide a faster response than an immediate referral to a provider from outside of the EOA, prolonged dispatch delays are not acceptable to the County and EMS Agency. Therefore, the following criteria have been established regarding the referral of calls and dispatch delays:

- a. Immediate responses (Priorities 1, 2, and 3) may be delayed for no more than two (2:00) minutes. If the Contractor still does not have an available unit, the call will be referred to the appropriate instant aid unit consistent with EMS Policies #405.1 - 405.30.
- b. Urgent responses (Priority 4) may be delayed for no more than five (5:00) minutes, unless the Contractor has a unit which will be promptly available (e.g., at hospital or "log-on") and such unit is projected by the Contractor to have a faster response time than a referral to a rural provider. If the Contractor still does not have an available unit, the call will be referred to the appropriate mutual aid unit consistent with EMS Policies #405.1 - 405.30.
- c. Scheduled responses (Priority 5) may be delayed by the Contractor until sufficient system capacity is available to safely manage the scheduled response along with other immediate and urgent responses.
- d. If a call has been referred to another provider agency and the Contractor has a unit which becomes available after the referral has occurred, the Contractor may cancel the unit responding from out-of-the EOA if the Contractor's unit is closer to the incident than the other agency's ambulance unit.

#### 7. Response Zones

The following table identifies the metropolitan and rural response zones. These response zones are referenced in Attachments B-1 through B-5 and relate to the 2000 Census Tract boundaries. It is expected that the census tracts will be modified in 2010, however, these modifications were not available at the time this RFP was released. Regardless of the Census Tract changes, the Boundaries of the response areas will remain the same

unless changed by the County.

RESPONSE ZONE	CENSUS TRACT
Metropolitan/Urban	4.01, 4.02, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, and portions of 16 and 17
Rural	1,2,12, and portions of 16 (excluding Corcoran Metro) and 17 (excluding Avenal Metro)

Table II.1

8. Metropolitan Response Time Performance

The Contractor shall meet or exceed the following response time standards, within the Metropolitan response time zones, as defined in Attachment B-4, hereof, on a basis according to the following criteria:

PRIORITY	TIME FRAME	RESPONSE TIME (minutes/seconds)	MINIMUM PERCENT OF COMPLIANCE
1 and 2 combined	Monthly	8 min. 00 sec. or less	90%
3	Monthly	15 min. 00 sec. or less	90%
4	Quarterly	15 min. 00 sec. or less	90%
5	Monthly	Within 30 min. 00 sec. or less of the scheduled pick-up time	90%

Table II.2

9. Rural Response Time Performance

The Contractor shall meet or exceed the following response time standards, within the Rural response time zones, as defined in Attachment B-5, hereof, on a basis according to the following criteria:

PRIORITY	TIME FRAME	RESPONSE TIME (minutes/seconds)	MINIMUM PERCENT OF COMPLIANCE
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1 and 2 combined	Monthly	20 min. 00 sec. or less	90%
3	Monthly	30 min. 00 sec. or less	90%
5	Monthly	Within 30 min. 00 sec. or less of the scheduled pick-up time	90%

Table II.3

10. Equality of Responses

The Contractor shall monitor and adjust its performance such that response time performance in communities served is substantially equal throughout the EOA. The Kings County Ambulance Commission shall be empowered to, upon the recommendation of the EMS Agency, implement new performance standards to address any pattern of diminished service which are not corrected by the Contractor to the satisfaction of the EMS Agency and the Kings County Ambulance Commission.

11. Area Familiarization

It is the Contractor's responsibility to ensure that its field and dispatch personnel are familiar with the geographic area of the EOA, address identification and aids for incident location, and response time standards associated with each area. It is the Contractor's sole responsibility to provide sufficient and adequate maps and mapping tools to field and dispatch personnel.

12. Scheduled Request

Scheduled requests are the responsibility of the Contractor when such requests are received at the ambulance dispatch center. The Contractor shall respond to such requests in a prompt and professional manner consistent with the above stated standards. The Contractor shall furnish sufficient production capability, sufficient on-call personnel capability, and manage its resources so as to provide consistently prompt scheduled ambulance services. The Contractor shall inform the individual or agency requesting a scheduled response of any delay that will prevent response within the prescribed time frames and provide an estimated time of arrival. However, such notice shall not relieve the Contractor's obligation to comply with response time standards.

13. Response Calculations Regarding Downgrades/Upgrades

a. Downgrades

1. Responses which are downgraded prior to having exceeded the response time standard for the original Priority of response, will be assessed by the EMS Agency for compliance with the new Priority based upon the original call

received time.

2. Responses which are downgraded after exceeding the response time standard for the original Priority response, will be assessed by the EMS Agency for compliance with the original Priority based upon the original call received time and the time of the downgrade.

b. Upgrades

Response compliance for calls which are upgraded from a lower priority to a higher priority (excluding priority two to a priority one), will be measured from the exact time the ambulance unit is upgraded to the time the unit arrives on scene.

14. Delayed Responses Canceled Prior to Arrival

Response time standards do not apply to situations where the Contractor's ambulance unit is cancelled prior to arrival at-scene, as a determination of whether the Contractor's unit *would or could* have arrived on-scene on-time cannot be objectively verified. *However, liquidated damages shall apply to individual responses which are cancelled prior to arrival where such cancellation occurred significantly after the appropriate response time deadline.* Specifically, liquidated damages may apply in cases where an immediate (Priority 1, 2 or 3) or urgent (Priority 4) response is cancelled after a response (call received until unit cancelled) which is twice as long as the response time standard for that type of response (refer to Section II.Q.4., herein).

15. Delayed Response Documentation

The Contractor shall document each instance wherein a response resulted in a response time in excess of the required response performance, and shall detail the reason for such delayed response time. Similar documentation shall be prepared for all calls with greater than two (2) minutes elapsed time between the dispatcher's receipt of request and alerting of unit, and for all calls with greater than two (2) minutes elapsed time between alerting of unit and unit enroute. Such documentation shall be provided to the EMS Agency on a monthly basis. The Contractor shall take all steps necessary to eliminate the cause of poor response time performance. Upon request of the County or EMS Agency, the Contractor shall provide a summary of such actions.

16. Exemptions to Response Time Performance Standards and Requirements

The EMS Agency may grant exemptions to response time performance requirements stated herein, on a case-by-case basis, for responses where weather conditions, multi-casualty incidents, or other situations beyond the Contractor's control cause unavoidable delay. All such responses shall be individually examined by the EMS Agency as to system status plan and staffing levels, dispatch and in-service times, and other influencing factors (e.g., weather conditions), and if the circumstances warrant, the EMS Agency may authorize the exclusion of such responses when calculating performance requirements

under Section II.P, herein. *Note: Exclusion means that a late response which has received approval for an appeal will not count as an on-time response - rather it is excluded from the data base for the purpose of fractile performance calculation.*

In order to be eligible for such exemption, the Contractor shall notify the EMS Agency with specific documentation (i.e., voice log file) supporting the Contractor's appeal. Equipment failure, dispatcher or personnel error, or lack of a nearby ambulance does not constitute grounds for exception to response time performance requirements.

The Contractor may apply to the EMS Agency (consistent with procedures outlined in Section II.Q.21., and Section II.MM, herein.) for an exemption to response time compliance calculations and/or late run liquidated damages in the following situations:

a. Automatic Appeals

1. Response cancelled prior to the unit's arrival at scene.
2. Severe weather which slows travel and/or impairs scene location (e.g., fog, ice, or snow) such that response time compliance is either impossible or could be achieved only at a greater risk to the public or ambulance crew than would result from a delayed response. These calls are reviewed on a case-by-case basis. The Contractor is only eligible for exemption when the time from call received to the time the ambulance unit goes enroute are within performance indicators and the unit reports the delay to dispatch at the time the delay is occurring.
3. Multiple unit responses - The first arriving unit will be held to response time standards. Subsequent units that arrive late will be automatically exempted.
4. Data recording errors when accurate information can be verified.
5. Inaccurate address given by the reporting party. If inaccurate response information is the result of an error by the Contractor's personnel, appeal will not be allowed. An appeal may only be considered if the address change is significant enough to change the route of the ambulance.
6. Locally declared disaster - The Contractor may request exemption from the EMS agency response time standards during times of declared "emergencies", locally or in a neighboring county, as defined in the California Government Code, Section 8550 et seq.

b. Discretionary Appeals Process

The following are guidelines for use by EMS Agency staff and the Kings County Ambulance Commission (KCAC) in evaluating an appeal by the Contractor. These

standards may be modified at any time by the EMS Agency with the approval of the Fresno County Emergency Medical Care Committee; the Agreement shall be subject to such modifications.

1. Rural Transport By A Closer Agency

The Contractor may apply for an appeal when it appropriately refers a call to a closer back-up agency (consistent with EMS Agency Policies and Procedures), and that back-up agency initiates transport. *The Contractor is only eligible for exemption when the Contractor has complied with its system status plan including back-up coverage requirements for rural-based units.*

2. Rendezvous

The Contractor may apply for an appeal as a result of an attempt to rendezvous with a moving vehicle. Fixed location rendezvous are not eligible for appeal.

3. Multi-Casualty Incident (Within EOA) - Appeals for incidents while there is a Multi-Casualty Incident occurring elsewhere within the EOA.

The Contractor is eligible only if three or more of the Contractor's ambulance units are simultaneously committed to the Multi-Casualty Incident and the Contractor is staffed to the system status plan. The Contractor is only eligible for exemption when the time from call received to the time the unit is enroute is within performance indicators (120 seconds) (Section II.P.4., herein). If the appeal meets the above conditions, the Contractor is eligible for a one-for-one appeal for each unit starting with the third unit.

4. Incidents Outside of the EOA - Appeals for incidents when the Contractor has responded one or more ambulance units outside of the EOA for a Mutual Aid/Instant Aid response.

The Contractor is eligible only if two or more of the Contractor's ambulance units are simultaneously committed to a Mutual Aid/Instant Aid response (including a Multi-Casualty Incident) outside of the EOA and the Contractor is staffed to the system status plan. The Contractor is only eligible for exemption when the time from call received to the time the unit goes enroute is within performance indicators (120 seconds) (Section II.P.4., herein). If the appeal meets the above conditions, the Contractor is eligible for a one-for-one appeal for each unit starting with the second unit.

5. Rural Distance Exception

In rural areas of the EOA and based upon compliance with community-based ambulance unit coverage and backup ambulance coverage, if response time standard is not possible from normal ambulance unit posting location - the Contractor is only eligible for exemption when the Contractor is staffed to the system status plan and the time from call received to the time the unit goes enroute are within performance indicators (120 seconds) (Section II.P.4., herein).

Q. Liquidated Damages for Failure to Meet Minimum Performance Standards

The Agreement will provide that the Contractor shall agree that it has carefully examined the nature of the tasks to be performed under the Agreement, that time is of the essence in the Contractor's performance of its services under the Agreement, that the response times standards provide adequate time for the performance of its services under the Agreement, and that such response times standards represent the outer limits of acceptable performance; delays beyond the response times will result in damage to County, the EMS Agency and the residents and visitors of the County. Therefore, the Agreement will include provisions for the payment of liquidated damages from the Contractor due to Contractor's failure to perform to the requirements of the Agreement. The parties will agree that such payment shall be considered as liquidated damages, and not as penalties, and further such sums recited in the Agreement represent a reasonable endeavor by the County, the EMS Agency, and the Contractor to estimate a fair compensation for the foreseeable damages to the County, the EMS Agency and the residents and visitors of the County from the Contractor's failure to comply with the Agreement. The following liquidated damages provisions shall be incorporated into the Agreement:

1. Individual Priority 1 and Priority 2 Response

Any individual Priority 1 or Priority 2 response that has a response time of greater than 8 minutes and 00 seconds in those areas defined as Metropolitan; or a response time of greater than 20 minutes and 00 seconds in those areas defined as Rural, shall be subject to a liquidated damage of fifteen dollars (\$15) per minute for each minute, or fraction thereof, past this requirement.

2. Individual Priority 3 and 4 Responses

Any individual Priority 3 or 4 response that has a response time of greater than 15 minutes and 00 seconds in those areas defined as Metropolitan; or a response time of greater than 30 minutes and 00 seconds in those areas defined as Rural, shall be subject to a liquidated damage of five dollars (\$5) per minute for each minute, or fraction thereof, past this requirement.

3. Individual Priority 5 Responses

Any individual Priority 5 response that has a response time of greater than 30 minutes and 00 seconds in those areas defined as Metropolitan; or a response time of greater

than 30 minutes and 00 seconds in those areas defined as Rural, shall be subject to a liquidated damage of five dollars (\$5) per minute for each minute, or fraction thereof, past this requirement.

4. Individual Excessive Delay on a Canceled and Non-Canceled Response

Response time standards do not apply to situations where the Contractor is canceled prior to arrival at-scene, as a determination of whether the Contractor's unit would or could have arrived on-scene on-time cannot be objectively verified. However, in any case that an immediate or urgent response is canceled after a response which is twice as long as the response time standard for that type of response (call received time until unit canceled time), the response shall be subject to a liquidated damage of one hundred dollars (\$100). Similarly, any immediate or urgent response which is twice as long as the response time standard for that type of response (call received time until unit at scene time), the response shall be subject to a liquidated damage of one hundred dollars (\$100). Such liquidated damages may be appealed under applicable appeal criteria, including the distance appeal for rural responses.

5. Monthly Performance for Combined Priority 1 and 2 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time overall performance requirements for Priority 1 and 2 responses, the Contractor shall be subject to a liquidated damage of one hundred dollars (\$100) for each one-tenth of a percentage point less than the prescribed performance requirement. The EMS Agency may set standards for the measurement of selected rural area response times where it is determined by the EMS Agency that monthly response time standards are not appropriate due to low call volume. In such cases, the EMS Agency may establish criteria for evaluating response time performance on a quarterly basis rather than a monthly basis.

6. Monthly Performance for Priority 3 and 4 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time overall performance requirements for Priority 3 and 4 responses, the Contractor shall be subject to a liquidated damage of one hundred dollars (\$100) for each one-tenth of a percentage point less than the prescribed performance requirement. The EMS Agency may set standards for the measurement of selected rural area response times where it is determined by the EMS Agency that monthly response time standards are not appropriate due to low call volume. In such cases, the EMS Agency may establish criteria for evaluating response time performance on a quarterly basis rather than a monthly basis.

7. Monthly Performance for Priority 5 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time performance requirements for Priority 5 responses, the Contractor shall be subject to a liquidated damage of one hundred dollars (\$100) for each one-tenth of a percentage point less than the prescribed performance requirement.

8. BLS Unit Response

In the event the Contractor responds with a BLS (EMT-I) level ambulance unit instead of an advanced life support (paramedic) level ambulance unit to a type of response where an advanced life support (paramedic) ambulance is required by the terms of the Agreement, the Contractor shall be subject to a one thousand dollars (\$1000) liquidated damage per incident.

9. Failed Response

In the event the Contractor fails to respond to, or is unable to respond and refers that call to another agency which results in an ambulance transport, the Contractor shall be subject to a one thousand five hundred dollars (\$1,500) liquidated damage per incident. Exceptions may be granted by the EMS Agency for instances of "instant aid" or "mutual aid" consistent with EMS Agency Policies and Procedures or where such service is governed under a formal written agreement between the Contractor and other agency or during periods of a locally declared disaster. *Note: Such agreements shall be subject to review and approval by the EMS Agency, and shall not relieve the Contractor from required response time performance for that portion of the EOA.*

In the event the Contractor fails to respond to, or is unable to respond to a call and fails to refer the call to another agency -- that is, the call receives no response -- and such incident requires an ambulance response by EMS Dispatch Protocols, the Contractor shall be subject to a two thousand five thousand dollars (\$5,000) liquidated damage per incident.

10. Dispatch Staffing

In the event the Contractor does not meet the minimum daily staffing levels at the ambulance dispatch center for a twenty-four (24) hour time period, the Contractor shall be subject to a liquidated damage of one hundred dollars (\$100) for every hour of dispatcher/supervisor staffing, or portion thereof, below minimum staffing requirements. Such liquidated damages shall not apply when the Contractor is one (1) hour or less below the minimum for the twenty-four hour period.

11. Failure to Properly Staff the EMS Communications Center

In the event the Contractor fails to staff any dispatch position at the ambulance dispatch center with properly and appropriately certified, accredited, and licensed personnel, the Contractor shall be subject to a five hundred dollar (\$500) liquidated damage per shift.

12. Dispatch Performance

For each month that Contractor fails to achieve the prescribed monthly dispatch time performance requirements for answering 911 calls and alerting ambulance units, the

Contractor shall be subject to a liquidated damage of five hundred dollars (\$500) for each type of dispatch performance identified, herein (e.g., answering 911 calls, and alerting units to immediate responses), that is less than the prescribed monthly performance requirement

13. Failure to Properly Staff an Ambulance Unit

In the event the Contractor fails to staff any ambulance which provides services pursuant to the Agreement with properly and appropriately certified, accredited, and licensed personnel, the Contractor shall be subject to a five hundred dollar (\$500) liquidated damage per incident.

14. Failure to Properly License an Ambulance Unit

In the event the Contractor fails to properly license an ambulance unit, which provides services pursuant to the Agreement, the Contractor shall be subject to a five hundred dollar (\$500) liquidated damage per ambulance unit per incident.

15. Failure to Properly Equip/Supply an Ambulance Unit

Any ambulance used by the Contractor to provide services under the Agreement failing to meet the minimum required equipment and supply requisites as specified by federal, state, and local law and regulation, including EMS Agency Policies and Procedures, upon inspection by the EMS Agency staff, including the EMS Medical Director(s), will be immediately removed from service until the deficiency is corrected. Such failure may subject the Contractor, at the discretion of the EMS Agency, to a liquidated damage of five hundred dollars (\$500) per occurrence.

16. Failure to Furnish Required Documentation

In the event the Contractor fails to furnish information, reports, or documentation as required by the Agreement, including, but not limited to, quality assurance and quality improvement documentation, the EMS Agency shall notify the Contractor of such failure. The Contractor shall have a period of time, which shall be reasonable under the circumstances, to furnish the required information, report, or document. If the Contractor does not furnish the information, report, or document within that time period, the EMS Agency may, at its option, impose a liquidated damage of fifty dollars (\$50) for each item of such information, report, or document which is not timely provided. Such liquidated damages shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.

17. Minor Breach

"Minor Breaches" shall be defined as the Contractor's failure to fulfill any or all of the Contractor's obligations under the terms and conditions of the Agreement that do not constitute a Material Breach of the Agreement by the Contractor, as that term is

hereinafter defined.

“Minor Breach” of the agreement includes, but is not limited to:

- a. Contractor’s failure to comply with the response time performance requirements for any two (2) consecutive months, or for any three (3) non-consecutive months in a calendar year, or if the EMS Agency sets standards for the measurement of selected rural response times or priorities under Section II.P., herein, failure to comply with such response performance requirements for any two (2) quarters in a calendar year.
- b. Without limiting the EMS Agency’s right to impose liquidated damages under Section II.Q.17.c., below, Contractor’s failure to respond to any incident under Section II.Q.13.
- c. Contractor’s failure to respond the Contractor’s paramedic staffed and equipped ambulance unit on all immediate/urgent prehospital responses within the EOA, where the EMS Agency subsequently finds either for any incident, the Contractor dispatched a BLS staffed and equipped ambulance, where an ALS staffed and equipped ambulance unit should have been dispatched, as required by the terms of the Agreement or (ii) one or more Failed Responses under Section II.Q.13 for any two (2) consecutive months or for any three (3) non-consecutive months in a calendar year.
- d. With the exception of II.Q.17.a., II.Q.17.b, and II.Q.17.c. above, the Contractor’s failure to meet other requirements of the agreement, including, but not limited to, each of the items listed in Section II.Q. that occur in any two (2) consecutive months or in any three (3) non-consecutive months in a calendar year.
- e. If Contractor fails to fulfill multiple obligations under the Agreement, any or all of which give rise to a “Minor Breach” and are associated with a single incident, each such failure shall be counted individually as a “Minor Breach” of the Agreement. Therefore, a single incident may give rise to more than one Minor Breaches.

If the EMS Agency’s Director finds that the Contractor is in Minor Breach of the agreement, the EMS Agency’s Director may (1) declare that the Contractor is in Minor Breach, and (2) impose liquidated damages upon the Contractor in the amount of \$500 per Minor Breach, and thereupon shall provide the Contractor with written notice of such declaration of minor Breach and imposed liquidated damages. Such notice shall state (1) that the Contractor has been declared to be in Minor Breach of the Agreement, (2) the reason supporting such declaration of Minor Breach, and (3) that the Contractor is liable for the payment of liquidated damages in the amount of \$500 per Minor Breach, which shall be payable within thirty (30) calendar days from the date of such notice, unless otherwise provided herein. The Contractor may appeal the decision of the EMS Agency’s Director to the Kings County Director of Health in accordance with Section II.MM.

18. Modification of Liquidated Damage Amounts

The dollar amounts of liquidated damages specified in this Section II.Q., herein, shall be automatically increased by the percentage increase of any user fee adjustment authorized by the Board of Supervisors for the Contractor. Such increased liquidated damage amounts will be implemented on the same date as the relevant user fee adjustment. Such increased liquidated damage amounts will be rounded to the whole dollar.

19. Authority to Impose and Collect Liquidated Damages

The EMS Agency, with the approval of the Kings County Ambulance Commission, shall have the authority to impose and collect such liquidated damages upon determination that conditions exist which warrant such liquidated damages.

20. Payment of Liquidated Damages

The Contractor shall pay all liquidated damages to the Kings County Director of Health within thirty (30) calendar days of the date that the EMS Agency mails a written invoice of such liquidated damage to the Contractor.

21. Appeal of Liquidated Damages

The Contractor shall have the right to appeal such liquidated damages to the EMS Agency by submitting a written request for appeal to the EMS Agency. This is the first step in an appeal process which can include, the Director of Health, the Kings County Ambulance Commission, and the Board of Supervisors. The specific process is outlined in Section II.MM., herein.

22. Liquidated Damages Suspended for Start-Up Period

The County and EMS Agency recognize that the Contractor may require a short period to make adjustments to its initial system status and coverage plans. Therefore, the imposition of liquidated damages due to response time performance may be suspended for the first three (3) months of the Agreement.

R. Ambulance Vehicles

Ambulance vehicles furnished upon the commencement of the Agreement shall be of either a Type I, II, or III (not including the disaster or supervisor vehicle if not used as ambulances), and shall meet or exceed the current federal KKK-A-1822 minimum standards for: general vehicle design, type and floor plan; vehicle operation, performance, and physical characteristics; vehicle weight ratings and payload; chassis, power unit, and components; and electrical system and components (except vehicles are not required to be equipped with AC utility power); except where such minimum standards conflict with State of California minimum standards, in which case the state minimum standards shall prevail. Federal KKK minimum

standards regarding portable medical or rescue equipment, emergency light configuration, and paint/external markings are not required. Upon the request of the Contractor, the EMS Agency may waive a specific requirement.

For new or replacement ambulances during the term of the Agreement, such equivalent federal KKK minimum standards shall be met at the time of the ambulance being placed into service, except where such minimum standards conflict with State of California minimum standards, in which case the state minimum standards shall prevail. All such ambulances shall also meet or exceed the equipment, marking, and licensing minimum standards of the State of California.

Vehicle markings shall be approved by the County or EMS Agency and shall include (and shall not be inconsistent with) the following on each side and the back of the vehicle:

1. "Paramedic Unit", "Paramedic Ambulance", and/or "Paramedic" (not required for BLS or specialty units - dual use units which are used for paramedic services shall be marked with a mechanism for covering this wording when not used as a paramedic unit)
2. 9-1-1 information
3. Unique ambulance I.D. number preceded by "KC"

S. Ambulance Vehicle Fleet Requirements

The Contractor shall furnish a sufficient number of ambulances equipped for ALS services to maintain a surplus of ambulances in excess of the Contractor's peak hour system status coverage, including community-based units. The Contractor shall provide vehicles and all on-board equipment equal to 133% of peak ambulance coverage identified by the System Status Management Plan.

T. Ambulance and Emergency Vehicle Replacement

The Contractor shall be responsible for developing and implementing a vehicle replacement program which incorporates provisions to rotate older vehicles out of "front line" service and replace them with new units at predesignated mileage or age limits consistent with the standards outlined in the proposer's proposal. Ambulances and emergency vehicles should be replaced as necessary to maintain the vehicle reliability proposed under this procurement process, including that vehicles shall not be utilized as ambulances for the Agreement after 275,000 miles of use.

U. Fuel and Lubricants for Ambulances and Emergency Vehicles

The Contractor shall be responsible for providing its own fuel and lubricants as necessary for its vehicles used under the Agreement.

V. Vehicle Maintenance Program

The Contractor's ambulance fleet maintenance program should share the primary objective of aircraft maintenance programs -- e.g., to prevent the occurrence of a disabling malfunction at a critical time, in this case while enroute to scene, at scene, or enroute to hospital with patient on board.

Secondary objectives of an ambulance maintenance program include reduced costs of repairs, better performance, improved fuel economy, extended safe useful life of equipment, higher resale or residual value of retired equipment, reduced accident rates, and other objectives that promote good equipment maintenance and repair practices.

The Contractor shall provide and implement a vehicle maintenance program which is designed and conducted so as to achieve the highest standards of reliability appropriate to a modern high performance ambulance service by utilizing appropriately trained personnel knowledgeable in the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, utilizing replacement parts which conform to the Original Equipment Manufacturer's (OEM) standards for such parts, and incorporating an automated or manual maintenance program record keeping system. These records shall provide a sequential record of mechanical problems reported and work completed on the fleet and individual vehicles. The Contractor shall provide County with documentation of major changes in such vehicle maintenance program.

#### W. On-Board Equipment and Supplies

The Contractor is responsible for providing all medical supplies, including drug and solution inventory, in accordance with EMS Policy and Procedure. Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, state, and local requirements for ALS level ambulances, including the requirements of EMS Agency Policies and Procedures (EMS Policies #291 and #293). All vehicles, equipment and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times.

##### 1. Installing and Debugging Equipment and Software

It is likely that the Contractor will become involved, from time to time, in assisting the EMS Agency with installing and debugging new communications-related or medical equipment and software which may be placed in service by the EMS Agency while the Agreement is in effect. It shall be the Contractor's responsibility to inspect such equipment for compatibility with the Contractor's ambulance operation, to cooperate and assist in installing and debugging such equipment/software, and to report to the EMS Agency in a timely manner concerning any problems with such equipment which might reasonably require the EMS Agency or County's attention.

##### 2. First Responder Resupply

Except for radio equipment and forms, the Contractor shall stock and resupply first responder units with all durable and disposable medical supplies and equipment as listed in

EMS Policy #291 under First Responder Units (FRU/AED). EXCEPTION to EMS Policy #291: The Contractor is not required to provide any equipment or supplies listed under "Personal Protective Equipment", however, the Contractor will be required to supply the first responders with non-sterile gloves, surgical masks, and N95 masks, which are routinely used at medical calls. Resupplying of disposable medical supplies shall only be supplies that are expended when treatment has been provided by first responder agencies in accordance with EMS treatment protocols. Such resupply is limited to responses occurring within the EOA. The stocking and resupply of durable medical equipment includes the ongoing maintenance and replacement of such equipment. The Contractor will not be obligated to restock supplies used by first responder personnel for personal use or to restock personal "trauma bags" in personal vehicles. The restock of supplies is specifically for the supplies used on medical responses within the EOA that originated from the first responder apparatus. Since first responder agencies have already purchased and maintain durable medical equipment, the Contractor shall work with the first responder agencies within the EOA to develop a replacement schedule of equipment at the end of the equipments life and also to assume immediate responsibility of maintenance for the durable medical equipment.

The Contractor shall work with first responder agencies within the EOA to develop a plan for supplies and restock. The Contractor shall develop and implement a program where the Contractor shall furnish a supply of durable medical equipment immediately so as to assure that the first responder apparatus is not left without required medical equipment. In addition, the Contractor will assure that the durable medical equipment include the necessary accessories to appropriately use the equipment on a patient. For example, the Contractor shall provide long spine boards with straps and head blocks sufficient to maintain at least one (1) set on each staffed and volunteer fire department first responder unit located within the EOA. This program shall include procedures to exchange such long spine boards and straps/head blocks at the scene of the incident when such equipment has been used by first responder personnel on a patient transported by the Contractor's ambulance unit. Participation in this program is not required of each fire department in the EOA. Some of these departments may elect to provide their own equipment. For fire departments which do not wish to participate in this program at the commencement of the Agreement, but which later request to participate in it, the Contractor shall have reasonable time period from the date of the request to plan, budget, procure equipment, and implement such a program.

X. Integration of Services

The Contractor shall integrate its services with the services of other EMS System participants including first responder agencies, law enforcement agencies, public safety agencies, hospitals, other health professionals, and neighboring ambulance provider agencies.

Y. Committees

The Contractor shall participate in the appropriate local EMS committees and related subcommittees, as determined by the EMS Agency.

Z. Assistance to First Responder Services

The Contractor will not be required to provide non-transport first responder services separately from the emergency medical services which it is required to provide in connection with its ambulance operations under the Agreement. The Contractor will be responsible for coordinating its activities with the various non-transport prehospital provider agencies within the EOA. In addition, the Contractor shall provide assistance for those non-transport first responder services, as specified herein, in order to provide a coordinated and effective patient care delivery mechanism.

Non-transport first responder services are provided by fire departments within the EOA and play an integral part in the County's EMS system. They are involved in scene management, patient care at the BLS and Automated External Defibrillation levels, auto extrication, heavy rescue, and in some instances the transportation of patients. The EMS Agency may designate additional first responder agencies to provide BLS-defibrillation or some first responder agencies to provide advanced life support (paramedic) or limited advanced life support (EMT-II) services.

While non-transport first responder services are not mandated by law, they assist ambulance provider agencies in an integral component of the EMS System. That is, the timely delivery of basic life support -- airway management, CPR, and bleeding control -- and defibrillation to patients with life-threatening emergencies. Therefore, the Contractor is required to assist non-transport first responder agencies in the following ways:

1. Stock and Resupply of durable and disposable medical supplies and equipment as described in Section II.W.2., herein.
2. Paramedic Assist Training

The Contractor shall provide paramedic assist training, upon request from a non-transport first responder agency, as described in Section II.II.2.c., herein.

3. First Responder Assistance during Transport

Some emergency medical conditions require additional personnel during patient transport. Specifically, patients in respiratory arrest, cardiac arrest, or with an unstable airway generally require such additional personnel during patient transport. The Contractor may provide such additional personnel or may request such assistance from on-scene non-transport first responder personnel.

4. Transportation Arrangements for First Responders to Assigned Station

The Contractor will arrange for transportation of first responder personnel to their assigned station (fire station) within ten (10) minutes from the time the ambulance leaves the scene. Arrangements must be made to return the first responder personnel to the

station within 10 minutes from arriving at hospital. For each incident that where the first responder personnel are not returned to their station within 10 minutes after arriving at hospital, the contractor shall pay the first responder agency fifty dollars (\$50).

AA. Quality Assurance and Quality Improvement

For the purposes of the EMS System, “quality assurance” or “quality improvement” shall mean the coordinated and confidential program of prospective, immediate, and retrospective monitoring of, and feed back on, the effectiveness and efficiency of the delivery of services in the EMS system. The EMS Medical Director and EMS Agency developed and implemented standards of care and medical direction to include prospective (e.g., training, certification/accreditation/licensure standards, operational procedures), immediate (e.g., base hospital contact) and retrospective methods (e.g., quality assurance and/or quality improvement program audits). Employer/employee relationships at provider agencies shall be conducted in a manner which recognizes EMS personnel’s obligation to provide care consistent with such standards. The obligation upon such personnel and agencies includes, but is not limited to, adherence to state and local laws and regulations, active participation in a quality assurance and/or quality improvement program, as established by the EMS Agency, cooperation with unusual occurrence and incident investigation (including certification/licensure review) conducted by the EMS Medical Director and the EMS Agency, and participation in appropriate EMS advisory groups, as determined by the EMS Agency.

The Contractor shall be an active participant in the EMS System and shall comply with all applicable federal, state, and local laws, regulations, and policies, including, but not limited to, EMS Agency Policies and Procedures for medical direction, quality assurance and/or quality improvement program, special incident reporting, and policies on data collection and evaluation. The Contractor shall identify a Prehospital Liaison Officer. The Contractor shall maintain the confidentiality of applicable EMS records including, but not limited to, patient information, medical records, medical audit documentation, and quality assurance records consistent with relevant Sections of state law including, but not limited to, the Confidentiality of Medical Information Act of 1981, Section 56, et seq., of the California Civil Code, Section 1157 et seq., of the California Evidence Code, Section 1040 of the California Evidence Code, and Title 22, Division 9 of the California Code of Regulations.

The EMS Agency will assist the Contractor in developing, implementing, and maintaining an internal field supervision system to provide evaluation of the Contractor’s EMS personnel who are providing service under the Agreement according to EMS Agency Policies and Procedures.

1. Quality Assurance

The Contractor shall participate in the quality assurance procedures defined by EMS Agency Policies and Procedures.

2. Quality Improvement

The Contractor shall develop and maintain an internal Quality Improvement program which integrates with the Quality Improvement Procedures of the EMS Agency. The Contractor's Quality Improvement program shall meet, at a minimum, the elements set forth below:

a. Patient's Rights

The Contractor shall develop and maintain patient's rights policies, which shall provide, at a minimum, the following to patients:

1. Fast, effective medical treatment and transportation to a health care facility of their choice, or as specified by EMS Agency Policies and Procedures, regardless of their ability to pay;
2. Appropriate information regarding the treatment needed with the right to refuse any treatment or service, as provided by law;
3. Full explanation of bills about which the patient or patient representative has questions;
4. Confidential treatment of patient information and medical records, as required by law;
5. Actively listen to the patient during transport or later and answer all questions promptly;
6. Bill insurance or third-party payor as part of the service to the patient; and
7. Retention of patient records and patient access to their records, as required by law.

b. Internal Quality Improvement Program

1. Medical Care Personnel (EMT's & Paramedics)

The Contractor shall develop and maintain an internal Quality Improvement program. This program shall include, at a minimum, the following elements:

- a) Review of all incident reports and cooperation with government and EMS Agency officials to generate data on system performance;
- b) A Quality Improvement peer review committee designed to review documentation and performance of pre-hospital care personnel with the goal being identification and resolution of EMS system and intra-agency issues;

- c) The Chairperson of the Contractor's Quality Improvement committee shall meet regularly with the EMS Agency's EMS Coordinator for Quality of Care Issues and provide reports on issues/areas reviewed, problems identified, and corrective action taken or recommended;
- d) Observation and evaluation of EMT's and paramedics in the field, including patient assessment, diagnosis, protocol selection and compliance, and procedural competency. Such evaluations must be consistent with EMS Agency Policies and Procedures; and
- e) A system which ensures that the Contractor's personnel have been offered appropriate continuing education (CE) through either internal CE or that provided by the EMS system, and ensures that the Contractor's personnel have received, understand, and comply with EMS Agency Policies and Procedures, and EMS Agency memorandum.

## 2. Dispatch Personnel

The Contractor shall develop and maintain an internal Quality Improvement (QI) program for its dispatch operations, which shall, at a minimum, include the following elements:

- a) A mechanism for the identification and resolution of problems or potential problems related to dispatch and communications;
- b) A dispatch QI committee that meets regularly to consider the following issues: receipt of call to the ambulance dispatch center; compliance with EMS call triage protocols; the effectiveness of dispatch procedures, ambulance unit coverage and ambulance unit utilization, system status management plan including posting locations, and field/dispatch rapport.
- c) The Contractor shall meet regularly with the EMS Agency and provide reports on issues/areas reviewed, problems identified, and corrective action taken or recommended;
- d) Observation and evaluation of ambulance dispatchers, including compliance with EMS call triage protocols, the effectiveness of dispatch procedures, ambulance unit coverage and ambulance unit utilization, system status management plan including ambulance posting locations.

Such evaluations must be consistent with EMS Agency Policies and Procedures; and

- e) A system which ensures that the Contractor's personnel have been offered appropriate continuing education (CE) through either internal CE or that provided by the EMS system, and ensures that the Contractor's personnel have received, understand, and comply with EMS Agency Policies and Procedures, and EMS Agency memoranda.

### 3. Operational Quality Improvement Program

The Contractor shall develop and maintain an internal Quality Improvement (QI) program for its overall business operations, which shall, at a minimum, include the following elements:

- a) Formation and maintenance of employee-based quality oversight team(s) whose function is to provide input to the Contractor on aspects of the Contractor's local operations;
- b) Encourage all personnel to participate in the Quality Improvement (QI) program; and
- c) The Contractor may have separate issue-specific QI committees, or if appropriate, a single committee with company-wide representation.

### BB. Inquiries and Complaints

The Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions, as provided by law. The Contractor shall meet regularly with EMS Agency representatives to review all complaints received and the appropriate disposition/resolution.

### CC. Disaster Response

During a declared disaster, as determined by an agency of government either locally or in the neighboring jurisdiction, the normal course of business under the Agreement shall be interrupted from the moment the disaster situation is made known to the Contractor by the County Director of Health, or his designee. Immediately upon such notification, the Contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. The disaster related provisions of the Agreement are as follows:

1. During such periods, the Contractor may be released from response time performance requirements, including late run liquidated damages, until notified by the County's authorized representative that disaster assistance may be terminated. At the scene of

such disasters, the Contractor's personnel shall perform in accordance with local operational disaster protocols established by the EMS Agency, or in the case of out-of-county incidents, local operational disaster protocols established for that area by that community.

2. The Contractor shall develop a mechanism for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel.
3. The Contractor shall provide one (1) authorized emergency vehicle as a disaster response unit as described in Section II.DD., herein.
4. When disaster assistance by the Contractor has been terminated, the Contractor shall resume normal operations under the Agreement as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.
5. During the course of the disaster, the Contractor shall use best efforts to provide local ambulance coverage, and may, if appropriate and with approval from the EMS Agency, suspend scheduled and, if necessary, urgent responses, informing persons requesting such service of the reason for the temporary suspension.
6. Ambulance dispatch center operations shall be altered as necessary to address the additional communications needs during disaster situations including the increased number of ambulance units, coordination of out-of-area mutual aid response units, hospital information coordination, and patient transport information. County disaster plans and EMS Agency Policies and Procedures shall govern ambulance dispatcher responsibilities and the role of County and EMS Agency staff in supervising and assisting with ambulance dispatch center operations.
7. During periods of evacuation due to earthquake, wild-land fire, or other emergencies, and in accordance with local disaster plans, the Contractor shall assist to the best of its ability in providing medical services to shelters and casualty collection points which may be established as a result of an evacuation. This would include the provision of medical care, oxygen, and medical supplies as necessary due to shortages which may occur. This may require the posting of an ambulance unit at specific locations in the County which are not normal posting locations including at such shelters and casualty collection points. According to local and EMS disaster plans, ambulance units and personnel are not the primary resource for providing such services, however, lack of , or exhaustion of resource may prompt their use as a back-up.

Normal (i.e., not disaster related) instant-aid, mutual-aid, or multi-casualty incidents calls rendered by the Contractor shall be performed in accordance with approved EMS procedures, and, as applicable, mutual aid agreements. In the course of rendering such instant-aid/mutual aid services, the Contractor shall not be exempt from late run liquidated damages otherwise imposed by the Agreement, and the Contractor shall

manage any response to such instant aid/mutual aid requests in a manner which does not jeopardize the Contractor's obligation to provide timely services, as required under the Agreement.

#### DD. Disaster Response Vehicle

The Contractor shall provide a minimum of one (1) disaster response vehicle that is capable of transporting equipment and personnel to a disaster location and, is authorized by the California Highway Patrol as an emergency response vehicle. This vehicle shall be kept in good working condition and available for emergency response to the scene. The vehicle should not be operated as an ambulance for day-to-day operations, but may be utilized as a supervisor vehicle. As an example, equipment inventory for the disaster response vehicle may include backboards and straps, cervical collars, head immobilization sets, splints for legs and arms, bandaging material, oxygen, communications equipment, medical supplies, and blankets. The EMS Agency is developing a policy to coordinate the inventory and use of supervisor and disaster vehicles in the EMS Region. The contractor shall assist, as necessary, in the development of this policy and meet the requirements.

Prior to November 1, 2010, the Contractor shall submit to the EMS Agency a written proposal for a minimum equipment inventory to be maintained in the disaster response vehicle and describe the mechanism which will be utilized for inventorying and assessing the on-going usefulness of such equipment. Within two (2) weeks of receiving such proposal, the EMS Agency will take action to approve this proposal or request revisions of such proposal, and the EMS Agency will provide written notice to the Contractor. The Contractor shall have a procedure for the prompt staffing of this vehicle with a driver authorized to operate emergencies vehicles.

#### EE. Field Supervisor

The Contractor shall provide continuous supervision of its operations through a "Field Supervisor" who is available within Kings County twenty-four (24) hours-per-day, each and every day of the year for 100% of the time that the Agreement is in effect. The Contractor shall establish a schedule for such Field Supervisors which provides for prompt availability of such personnel for major incidents, unusual occurrences, and management of complaints. The "Field Supervisor" shall be a licensed and locally accredited paramedic and assigned to a vehicle that is supplied and equipped to provide advanced life support care and treatment. The Contractor may utilize its disaster response vehicle as its Field Supervisor vehicle.

#### FF. Special Event and Standby Services

The Contractor shall provide, at no cost, standby advanced life support (paramedic) coverage at the request of any public safety agency in the EOA, including police, sheriff, fire, California Highway Patrol, with a non-dedicated unit if such services can be maintained using available ambulance units already included in the Contractor's system status plan. In the event the Contractor receives conflicting requests for such standby services and cannot meet all of the

requests under its system status plan, then the Contractor shall provide such coverage at its own reasonable discretion.

The Contractor shall provide standby special event coverage at no cost with a non-dedicated unit if such services can be maintained using available ambulance units already included in the Contractor's system status plan. The Contractor is encouraged to provide such non-dedicated standbys to events currently receiving such services (e.g., high school football games). If the Contractor is requested to provide such services with a dedicated ambulance unit, then the Contractor may enter into a separate agreement with the requesting party for such service. The Contractor shall make every attempt to negotiate a fair and reasonable charge for such services, which shall not exceed the maximum allowable user fees as set forth in the Agreement.

#### GG. EMS Aircraft

The County reserves the right to allow helicopter air ambulance service or helicopter air rescue services to operate in the County for the purposes of providing aeromedical transportation services (both immediate and scheduled). This includes flights and transportation within and over the EOA. Prehospital utilization of such services is based upon EMS Agency Policies and Procedures. The Contractor shall comply with EMS Agency Policies and Procedures regarding the use of these services when they are deemed by the EMS Agency to be in the best interest of patient care. Dispatch services for helicopter ambulance services and helicopter rescue services shall be provided by the ambulance dispatch center in accordance with EMS Agency Policies and Procedures. The Contractor may provide such helicopter services, subject to the County and EMS Agency approval.

#### HH. Data Collection

1. The Contractor's data collection and reporting system shall meet the following minimum standards:
  - a. The Contractor's ambulance dispatch center shall, for each request for ambulance service, regardless of response priority, geographic origin, nature (including instant/mutual aid), and final disposition, complete an approved dispatch record, using EMS Agency approved coding conventions and time-stamping rules, and shall, on a monthly basis, furnish such information to the EMS Agency on computer media. The format shall be approved by the EMS Agency.
  - b. The Contractor shall ensure that all radio and telephone communications with and between persons/agencies requesting ambulance service, its ambulance units, personnel, and the ambulance dispatch center (including a continuous 24 hour time track, i.e., Pacific Bell time track) are electronically recorded and maintained in accordance with EMS Agency Policies and Procedures.
  - c. The Contractor shall be responsible for ensuring that its personnel comply with all

EMS Agency Policies and Procedures regarding documentation requirements as they relate to ambulance responses and patient care, including but not limited to, Prehospital Care Reports (PCR), and refusal of medical care and transport (RMCT) forms.

- d. The Contractor shall make available to its personnel, EMS Agency approved Incident Report Forms and QA/QI report forms, and shall encourage the appropriate use of such forms in accordance with EMS Agency Policies and Procedures and the Contractor's internal QA/QI program.
- e. The Contractor shall develop and furnish its personnel with an "Equipment Failure Report" form and encourage the appropriate use of such in accordance with the Contractor's internal vehicle and equipment maintenance program. Copies of such forms shall be provided to the EMS Agency, upon request. Additionally, the Contractor shall document its findings regarding such report and, as indicated, the measures taken to correct or eliminate the problem. The completed Equipment Failure Reports shall be maintained by the Contractor for term of the agreement.
- f. The Contractor shall provide the EMS Agency with a copy of Contractor's system status plan and, as indicated in Section II.L., herein, any changes made to such plan.
- g. The Contractor shall be responsible for ensuring that its personnel possess the appropriate licenses, certifications, and accreditation necessary to perform their duties for the Contractor during the Contractor's performance of its obligations under the Agreement. The Contractor shall provide the EMS Agency with a listing of its personnel and their license, certification, and accreditation information. The Contractor shall update such list and shall provide a copy to the EMS Agency upon request.
- h. The Contractor shall document each instance when any ambulance response resulted in a response time in excess of the prescribed response performance requirement, and shall detail the reason for such delayed response time. Similar documentation shall be prepared for all ambulance calls with greater than two (2) minutes elapsed time between the ambulance dispatch center's receipt of request and alerting of the ambulance unit, and for all ambulance calls with greater than two (2) minutes elapsed time between the ambulance dispatch center's alerting of the ambulance unit and the ambulance unit enroute. Such documentation shall be provided to the EMS Agency on a monthly basis.
- i. The Contractor shall provide to the EMS Agency, within ten (10) working days of the end of each month, scheduled unit hours and actual unit hours. The Contractor shall provide the EMS Agency with a monthly report on unit hour utilization ratio within the EOA (number of ambulance calls divided by number of actual unit hours) by the Contractor in the metropolitan and rural response zones; and total transport unit hour utilization ratio within the EOA (number of ambulance calls resulting in a transport divided by number of actual unit hours) by the Contractor in the metropolitan and

rural response zones.

- j. The Contractor shall maintain a copy of all of the Contractor's financial statements which clearly support and identify the operations which are the subject of the Agreement, and shall prepare an annual report of the financial results of such operations. This annual report shall be prepared and audited by an independent certified public accountant. The County and the EMS Agency shall have the right to examine and audit such financial records at any reasonable time.
- k. The Contractor shall operate or contract for a data processing, billing collection and reporting system sufficient to allow the County and EMS Agency to monitor and investigate the Contractor's performance and compliance under the provisions of the Agreement, the Contractor's proposal in response to this procurement process, Contractor's system status management plan, and applicable Federal, State and local laws and regulation.
- l. The Contractor shall maintain billing and accounts receivable information, billing records capable of documenting the Contractor's compliance with authorized fee-for-service charges, and account records capable of linking payments received over time to the calendar month in which the receivable relating to such payments was originally generated. The form of record keeping and method of reporting such financial information shall be subject to the approval of the County and EMS Agency.
- m. In the case of a traffic accident involving Contractor's ambulance, the Contractor shall immediately notify the on-call EMS staff. The Contractor shall prepare and provide the EMS Agency a written report, satisfactory to the EMS Agency, concerning such ambulance accident within five (5) calendar days following the accident. The Contractor shall provide the EMS Agency with a copy of the applicable police report within thirty (30) calendar days following the accident.
- n. The Contractor shall provide a monthly report on education and public information activities.

## II. Education and Public Information Programs

### 1. In-house education

#### a. Driver Training

The Contractor shall ensure that all of its personnel utilized as drivers of ambulances and authorized emergency vehicles shall have appropriate state licensure for both a basic driver's license and for an ambulance driver's license. Additionally, each of these personnel shall have demonstrated competency through completion of the Contractor's emergency vehicle operations course. The Contractor shall provide documentation to the EMS Agency of each driver's satisfactory completion of the Contractor's emergency vehicle operations course, prior to that individual being

utilized by the Contractor as the driver of an emergency vehicle. The Contractor shall provide a copy of the Contractor's emergency vehicle operations course curriculum, and any revisions thereto, to the EMS Agency.

b. Extrication

The Contractor annually shall co-sponsor and participate in, with local fire departments, a course in extrication. The Contractor shall require its personnel to satisfactorily complete such a course within one (1) year of such personnel beginning field operations. Periodic repeat training is not required for individuals who have satisfactorily completed such a course.

c. Incident Command System (ICS)/Standardized Emergency Management System (SEMS)/National Incident Management System (NIMS) Training.

The Contractor shall provide training and education to all field, dispatch and supervisory personnel in field command and awareness courses. These courses shall be designed to integrate with the procedures implemented by the County's Office of Emergency Services (OES) and the EMS Agency. The Contractor may utilize outside agencies to provide this training. In many instances, the courses are available online at the Emergency Management Institute Website at <http://training.fema.gov/EMICourses/>. Such training shall meet or exceed the standards prescribed by the California Office of Emergency Services (OES). No later than July 1, 2011, all field, dispatch and supervisory personnel shall have verification of successful completion of the following courses:

- IS 100 – Introduction to Incident Command System (ICS)
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management System (Intro)
- Hazmat Awareness

In addition to the above, field and dispatch supervisory personnel shall have verification of successful completion of ICS 300.

2. System Education

a. ACLS Course

The Contractor shall provide or sponsor a minimum of one (1) advanced cardiac life support course (American Heart Association standards) each calendar year for its personnel and shall allow paramedics and nurses from other provider agencies to attend. The Contractor is not prohibited from charging non-employees for individual materials provided to individuals.

b. EMS Continuing Education

The Contractor shall provide monthly in-service training programs for its personnel. Such programs shall be approved by the EMS Agency and shall annually provide a minimum of twenty-four (24) hours of advanced life support (paramedic) level continuing education, twelve (12) hours of EMT-I level continuing education, and twelve (12) hours of EMS Dispatcher continuing education. Such training programs shall be open to personnel from local hospitals and EMS provider agencies.

c. Paramedic Assist Training

The Contractor shall develop and provide a paramedic-assist training program (approved by the EMS Agency) to first responder personnel stationed within the EOA, upon the request of their provider agency. Consistent with EMS Policy #542, paramedic assist training concerns the training of BLS personnel on procedures that should be used to assist paramedic personnel with the provision of ALS procedures. The length of the program and topics covered in the program will be in accordance with EMS Agency protocol standards for BLS personnel assisting paramedic personnel.

d. EMS Primary Training

The Contractor shall, upon the request of the EMS Agency, participate in the education, training, and in-service training of dispatch, first responder, EMT-I, National Park Service Parkmedic, EMT-Paramedic, Mobile Intensive Care Nurse, and EMS Base Hospital Physician personnel. The Contractor shall provide an orientation of its local operation, upon request, to prehospital first responders operating within the EOA and for EMS training programs conducted by the EMS Agency. The Contractor shall provide these services at no cost to students of programs within the Central California EMS Agency system. The Contractor shall provide adequate numbers of EMS Training Officers for field evaluations and EMS primary training programs (including, but not limited to, field internships for Parkmedic students and paramedic students). The number of training officers should be enough to provide at least three personnel for primary training programs and assure that the Contractor maintains compliance with the EMS Agency's CQI Policy.

3. Community Education

a. CPR Training

The Contractor shall provide a minimum of eighteen (18) CPR courses per year to the public. Such training programs shall be publicized within the Contract Service Area to schools, industry, business, government and the general public, and rotated throughout the EOA. The Contractor must also provide CPR training for first responder agencies upon request. Six (6) of the CPR courses for first responder agencies can be counted towards the 18 annual CPR courses.

b. Public Information

The Contractor shall participate in general public information and education programs upon reasonable request by the County, public, or community organizations.

JJ. Safety Program

The Contractor shall maintain compliance with the guidelines and requirements of the Federal Occupational Safety and Health Administration and California Occupational Safety and Health Administration. Additionally, the Contractor shall take actions necessary to minimize the risk of disease or injury to all of the Contractor's personnel.

KK. Other Requirements

In addition to the other provisions set forth in the Agreement, the Contractor shall be an active participant in the EMS System and comply with all applicable federal, state, and local laws, regulations, and EMS Agency Policies and Procedures that now exist or may hereafter be enacted, including, but not limited to, those related to medical direction, quality assurance, special incident reporting, treatment protocols, medical equipment, transportation, disaster operations, data collection and evaluation, dispatch, communications, training, certification and accreditation standards.

LL. Contract Administration

1. Business Operations

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County and EMS Agency's representatives, including the EMS Medical Directors, may observe the Contractor's operations, and the Contractor shall make available to the County and EMS Agency for examination, its records with respect to all matters covered by the Agreement, make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to any and all matters, in connection with the Agreement. The County and EMS Agency's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, and reasonable notification shall be given to the Contractor in advance of any such visit.

2. Field and Dispatch Center Operations

County and EMS Agency representatives may, at any time, and without prior notification, directly observe the Contractor's operation of the ambulance dispatch center, and any ambulance post location. County and/or EMS Agency representatives may ride as "third person" on any of the Contractor's ambulance units at any time, provided however, that in exercising this right to inspection and observation, County and EMS Agency representatives shall conduct themselves in professional and courteous manner, shall not

interfere in any way with the Contractor's personnel in the performance of their duties, and shall at all times be respectful of the Contractor's employer/employee relationship.

This right to directly observe the Contractor's field operations, ambulance dispatch center operations, and maintenance facility, shall also extend to authorized representatives of the Kings County Ambulance Commission, provided that such persons do not interfere with, and are polite to the Contractor's personnel at all times during such visit.

The Contractor shall retain and make available for inspection by the County and EMS Agency, for at least a three (3) year period from expiration of the Agreement, all of the documents and records required and described herein. The Contractor shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Government Code Section 8546.7).

#### MM. Dispute and Appeals Process

##### 1. Overview

Administration of the Agreement provides a multi-layered system in order to allow the EMS Agency to enforce the Contractor's performance of its obligations according to the terms and conditions of the Agreement. The Contractor shall assume the role in monitoring its performance under the Agreement by ensuring that its personnel and equipment are in compliance with the terms of the Agreement at all times. The EMS Agency is primarily responsible for administration of the Agreement. The Kings County Ambulance Commission, the County Director of Health, and the Board of Supervisors also provide a role in the Dispute and Appeals Process.

##### 2. The Kings County Ambulance Commission

The Kings County Ambulance Commission (KCAC) is an advisory committee appointed by the Board of Supervisors. The KCAC provides for a public review of the Contractor's performance under the Agreement. The KCAC has multiple responsibilities under the Agreement, including a role in the Dispute and Appeals process.

##### 3. Appeal to the EMS Agency Director

The Contractor shall have the right to appeal late responses, reported minor breaches, and liquidated damages to the EMS Agency's Director by submitting an appeal, in writing, within ten (10) business days of receiving written notification of a late response and/or liquidated damage, including liquidated damages as a result of a minor breach by the Contractor. Such an appeal shall include the following:

- In the case of late responses, the Contractor shall explain the reasons why the Contractor believes such late response should be exempted from performance requirements;

- In the case of liquidated damages, the Contractor shall explain the reasons why the Contractor believes such liquidated damage should not be assessed; or
- In the case of minor breaches, the Contractor shall explain why the Contractor is not in breach or document a correction of the breach to the satisfaction of the EMS Agency.

The EMS Agency's Director or his designee shall review all requests for exemption from such requirements and respond in writing to the Contractor within ten (10) calendar days of the receipt of such request and advise of the determination of such review. The EMS Agency shall provide a report to the KCAC of all appeals by the Contractor which are denied by the EMS Agency's Director or his designee.

4. Appeal to the Director of Health

In situations where the Contractor objects to the action of the EMS Agency's Director, or his/her designee, to deny an appeal regarding enforcement of the Contractor's obligations under the Agreement, including the EMS Agency's imposition of liquidated damages, the Contractor may appeal, within five (5) days of such notice, such decision to the County's Director of Health. The Director of Health may support or overrule the decision of the EMS Agency's Director.

5. Appeal to the KCAC

In situations where the Contractor objects to the action of the EMS Agency's Director, or his designee, to deny an appeal regarding enforcement of the Contractor's obligations under the Agreement, including the EMS Agency's imposition of liquidated damages, the Contractor may appeal such a decision to the KCAC. The KCAC may support, modify, or overrule the decision of the EMS Agency's Director. In the case of an appeal of a late response or liquidated damage (other than for Minor Breach), the decision of the KCAC shall be final.

6. Appeal to the Board of Supervisors

When the KCAC, at the request of the Contractor, has reviewed the circumstances for imposing such an action and has determined that the grounds are sufficient to justify the imposition of an action regarding a minor breach, the Contractor shall have the right to appeal such ruling by requesting a hearing on such matter by the Board of Supervisors. In such cases, the Contractor must make a written request for such hearing to the clerk of the Board of Supervisors within fifteen (15) calendar days of the mailing of a written notice from the KCAC of the action. The request for such Board of Supervisors' hearing shall be submitted to the Clerk to the Board of Supervisors with an additional copy of such request provided to the EMS Agency. Upon the timely receipt of a written request for a hearing,

the Board of Supervisors shall set a date and time for a hearing to be conducted within thirty (30) calendar days of receipt of such request, and send notice of the date and time for the hearing, by first class mail - Return Receipt Requested - to the Contractor at least fifteen (15) calendar days before hearing date. At the hearing, the Board of Supervisors shall consider all evidence and testimony related to the imposition of the action. The Contractor may present evidence and testimony explaining the Contractor's reasons why such action or liquidated damages associated with the minor breach should not be imposed. Upon conclusion of the hearing, the Board of Supervisors shall issue a decision regarding their ruling as to the issues at hand and determination regarding the imposition, waiver, modification, or suspension of the action or liquidated damages. The decision of the Board of Supervisors regarding such matters shall be final.

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### III. Special Fiscal and Default Provisions

#### A. Compensation

The Contractor agrees to accept the following as full compensation for any and all services rendered under the Agreement:

- Use of County-provided EMS communication system infrastructure; and
- Designation by the EMS Agency as the exclusive provider of emergency ambulance service and advanced life support (paramedic) ambulance service within the EOA as provided herein; and
- Access to a system of medical control through the EMS Agency and EMS Medical Director(s) and, as applicable, local EMS Base Hospital(s); and
- Income from fee-for-service revenues and contracted services charged to user as provided herein; and
- compensation for ambulance services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County. County shall compensate Contractor for such services, with such compensation being no more than the current Medi-Cal rate (at the date of service) for such services. Specific procedures for invoicing and payment for such services shall be provided by the County to the Contractor.

The primary compensation for the Contractor for services rendered under the Agreement will be from funds received from fee-for-service billings and collections from patients and responsible third parties and contract reimbursement mechanisms as provided herein. This includes charges to Medicare and MediCal (MediCaid) for services to beneficiaries of these programs.

Fees and other reimbursement mechanisms for services, other than ground emergency ambulance services and ground advanced life support (paramedic) ambulance services, are not regulated through the Agreement. This includes, but is not limited to, air ambulance services, and critical care transportation services.

1. Fee-for-Service

The maximum allowable fees that the Contractor may charge patients for services under the Agreement are limited to the following fees:

a. ALS Base Rate	<u>To be defined in bidder's price sheet</u>
b. ALS-1 – Emergency Base Rate	158% of ALS Base Rate
c. ALS-2 Base Rate	230% of ALS Base Rate
d. ALS Base Rate	83% of ALS Base Rate
e. BLS Emergency Base Rate	133% of ALS Base Rate
f. Paramedic Intercept	146% of ALS Base Rate
g. Mileage (rate per mile)	\$18.00 per loaded mile
h. Non-Transport Fee	146% of ALS Base Rate
i. Stand-by rate (waiting with patient)	\$30.00/15 minutes
j. Special Event Stand-by (dedicated unit)	\$30.00/15 minutes

The bidder must propose an ALS Base Rate in whole dollars. Other base rates, as calculated from the bidder's proposed ALS Base Rate, will be rounded to the nearest whole dollar.

The fee structure and the following Billing Level Definitions were developed to coincide with Federal Register, Part IV, Department of Health and Human Services, Centers for Medicare and Medicaid Services, Section 42 CFR Parts 410 and 414 - Medicare Program; Fee Schedule for Payment of Ambulance Services; Final Rule, published in the February 27, 2002 Federal Register, pages 9100 through 9135 as further clarified in the Program Memorandum to Intermediaries/Carriers Transmittal AB-02-130.

2. Billing Definition

- a. ALS Base Rate – Transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State. The ambulance must be staffed by an individual who is qualified in accordance with State and local laws as an emergency medical technician – basic (EMT-Basic).
- b. BLS-Emergency Base Rate - A ALS Base Rate with a higher relative value to recognize the additional costs incurred in responding immediately to an emergency medical condition. An emergency response is a BLS or ALS1 level of service that has been provided in immediate response to a 9-1-1 call

or the equivalent. An immediate response is one in which the ambulance provider begins as quickly as possible to take steps necessary to respond to the call.

- c. ALS1 Base Rate – Advanced life support, level 1 (ALS1) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an **ALS assessment** or at least one **ALS intervention**.
- d. Advanced Life Support (ALS) Assessment – An assessment performed by an ALS crew as part of an **emergency response** that was necessary because the patient's reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment. An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service.
- e. Advanced Life Support Intervention – a procedure that is, in accordance with State and local laws, beyond the scope of an emergency medical technician-basic (EMT-Basic).
- f. ALS1-Emergency Base Rate - An ALS1 Base Rate with a higher relative value to recognize the additional costs incurred in responding immediately to an emergency medical condition. An emergency response is a BLS or ALS1 level of service that has been provided in immediate response to a 9-1-1 call or the equivalent. An immediate response is one in which the ambulance provider begins as quickly as possible to take steps necessary to respond to the call.
- g. ALS2 Base Rate – The transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids) or (2) ground ambulance vehicle transport and the provision of at least one of the ALS2 procedures listed below:
  - (1) Manual defibrillation/cardioversion
  - (2) Endotracheal intubation
  - (3) Central venous line
  - (4) Cardiac pacing
  - (5) Chest decompression
  - (6) Surgical airway
  - (7) Intraosseous line
- h. Paramedic Intercept - ALS services provided by an entity that does not provide the ambulance transport. This includes ALS rendezvous. These services are defined in 42 CFR 410.40.

- i. Mileage (loaded Mileage) – is the number of miles for which the patient is transported in the ambulance vehicle.
- j. Non-Transport Fee -The non-transport fee is charged when the Contractor's paramedic personnel perform ALS treatment skills (excluding EKG interpretation), in accordance with EMS Agency Policies and Procedures, and the patient is not transported by ambulance. The Contractor may segregate charges under this fee for applicable insurance billing (e.g., response fee, mileage to scene, and the like). However, the total of segregate charges shall not exceed the maximum allowable non-transport.

3. User Fee Adjustment

The Board of Supervisors shall determine maximum allowable user fees for services provided under the Agreement. The initial allowable user fees will be the Contractor's proposed ALS Base Rate and the other pre-established user fees in this procurement process, including those derived from the Contractor's proposed ALS Base Rate. Such user fees shall remain in full force and effect throughout the term of the Agreement unless modified or adjusted by the Board of Supervisors pursuant to the following provisions:

- a. Effective commencing calendar year 2012 and continuing throughout the term of the Agreement, the Contractor may request an adjustment to the user fee schedule. The Contractor shall make such request in writing to the EMS Agency Director. The Contractor's written request to the EMS Agency shall provide a full explanation of and justification for the proposed adjustment. The justification shall include specific and detailed amounts for each listed decrease in revenue or increase in cost. The EMS Agency shall present the Contractor's written request to the Director of Health and the Kings County Ambulance Commission for recommendation of approval, modification, or denial. Thereafter, the Board of Supervisors shall hold a public hearing on the request. At such public hearing, the Board of Supervisors will receive any evidence and testimony from the Contractor and the public, as well as the recommendations of the KCAC and the County Director of Health, or his designee, and the Board of Supervisors will determine, in its discretion, whether to grant, modify, or deny the request for adjustment as it shall deem appropriate under the circumstances. If the user fee adjustment is granted, it shall become effective immediately.
- b. In the event of extraordinary circumstances beyond the Contractor's control which cause substantial or unforeseen increases in the Contractor's costs of doing business or major decreases in reimbursement from reimbursement programs, the Contractor, may request the Board of Supervisors to grant user fee adjustments to the user fees specified. The Contractor shall make such requests in writing to the EMS Agency Director. Such written requests shall provide a full explanation of and justification for the proposed adjustment. The

justification shall include specific and detailed amounts for each listed decrease in revenue or increase in cost. The EMS Agency shall present the Contractor's written request to the County Director of Health, or his designee, and the Kings County Ambulance Commission for recommendation of approval, modification, or denial. Thereafter, the Board of Supervisors, at its discretion, may hold a public hearing on the requests. If the Board of Supervisors holds such a hearing, it shall receive any evidence and testimony from the Contractor and the public, as well as the recommendations of the KCAC and the County Director of Health, or his designee, and the Board of Supervisors will determine, in its discretion, whether to grant, modify, or deny the requested adjustment as it deems appropriate under the circumstances. If the user fee adjustment is granted, it shall become effective immediately.

- c. Compensation Adjustment for Increased or Decreased Medical and Operational Standards.

The County and EMS Agency desire an increasingly cost-effective prehospital system which maintains medical effectiveness. Therefore, medical and operational standards may be adjusted by the County and/or EMS Agency frequently throughout the term of the Agreement. When the Contractor or County reasonably believes that such changes prompt a need for an adjustment to maximum allowable user fees, the Contractor or County shall promptly give notice of the fiscal impact that the proposed system changes have upon the Contractor's local operations. The County and EMS Agency may, in their discretion, elect to schedule a hearing before the Board of Supervisors to consider any necessary adjustment of maximum allowable user fees. The burden of proving the fact of and the amount of such actual and reasonable financial impact upon the Contractor's costs of operations shall rest entirely with the Contractor.

- d. Any user fee adjustment made under this Section III.A.3. shall not be effective unless and until it is approved by the Board of Supervisors as a written amendment to the Agreement executed pursuant to Section IV.E.4., herein.

#### 4. Itemized Charges

The Contractor may not charge for supplies or for procedures other than those specifically identified in the user fee schedule of the Agreement. Night response, emergency response, and supplies shall be included in the applicable base rates. These may be segregated for identification where necessary for specific third-party payers, but the total segregated charge shall not exceed the applicable maximum allowable base rate. Charges for other supplies and procedures may not be charged unless authorized by a user fee adjustment approved pursuant to the procedures specified in Section III.A.3., herein.

#### 5. On-Scene Collections

Except for scheduled ambulance calls which originate or terminate outside the EOA and special event stand-bys, the Contractor's personnel are strictly prohibited from requesting or receiving direct payment for any services rendered at the scene, enroute, or upon delivery of the patient.

6. County Compensation

a. Non-Cash Compensation

The following are the forms of non-cash compensation given by the County to the Contractor so long as the Contractor provides services under the Agreement:

1. The use of the existing County communications infrastructure for EMS Med Channels, as defined in the EMS Agency Policy and Procedure Manual. The County will maintain the infrastructure, including mountain top radio repeaters. The County shall provide for such radio frequency licensing, except for radios and frequencies utilized at the Contractor's ambulance dispatch center.
2. Access to a system of medical control through the EMS Agency and EMS Medical Director(s) and, as applicable, local EMS Base Hospital(s).

b. Cash Compensation

The County shall pay Contractor for ambulance services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County. The County shall compensate Contractor for such services with such compensation being no more than the current Medi-Cal rate (at the date of service) for such services. Specific procedures for invoicing and payment for such services shall be provided by the County to the Contractor.

For services provided by the Contractor to those persons identified in this Section III.A.6.b., above, the Contractor shall not bill or otherwise seek reimbursement or payment from such persons for the provision of such services without the prior authorization of the County Director of Health, or his designee.

B. Modification of Compensation Structure

Under the Agreement, the Contractor is responsible for arranging for its compensation from users through billing and collection practices and contract reimbursement through third-party payers. Such arrangement may be modified at any time during the Agreement through written amendments (pursuant to Section IV.E.4., herein) to the Agreement negotiated and executed by the parties.

C. Performance Security

This procurement process establishes an EOA for an essential governmental service, that is, the EMS Agency has, upon the recommendation of the County, designated an EOA and the County has contracted with a provider agency whose purpose is to provide for the public's emergency medical needs. Therefore, the County and the EMS Agency must ensure that provisions exist to allow for the continuation of such services in the case of default by the Contractor. This procurement process and the Agreement have been structured to allow the County immediate access to funds to obtain a replacement emergency ambulance service in the interim period from the Contractor's default until a new contractor can be selected. By participating in this procurement process, the Contractor recognizes and acknowledges the importance of the public health and safety, and agrees that emergency replacement provisions in the event of the Contractor's default under the Agreement, as set forth in this procurement process, are a necessary and important inducement for the County and the EMS Agency to conduct this competitive procurement process and for the County to enter into the Agreement. Additional performance security requirements are as follows:

1. Performance Security

The Contractor must obtain and maintain in full force and effect, throughout the term of the Agreement, performance security in the amount of **\$300,000** in one of the following forms:

- a. A performance bond issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County. In addition, such performance bond shall:
  1. be payable to "County of Kings" or the "Kings County Director of Health", or his designee;
  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;
  3. secure the full and faithful performance of all of Contractor's obligations under the Agreement;
  4. specifically recite and accept the Agreement's requirements that the bonding company shall immediately release performance security funds to the County upon determination by the Board of Supervisors that, pursuant to provisions set forth in Section IV.B.6., herein, the Contractor is in Material Breach of the Agreement; and
  5. specifically acknowledge and agree that litigation brought by the

Contractor or the bonding company, if any, in connection with the Board of Supervisor's declaration that the Contractor is in Material Breach of the Agreement under Section IV.B.4., herein, and that litigation, if any, brought by Contractor or the bonding company against the County, the EMS Agency, or their respective officers, agents or employees in connection with the Board of Supervisors' declaration of Material Breach or the County's emergency takeover/replacement of Contractor's operations under Section IV.B.6., herein., shall only be initiated after the bonding company releases the performance security funds to the County as provided in Section III.C., herein; or

- b. An irrevocable standby letter of credit issued pursuant to this Section III.C. Such irrevocable standby letter of credit, including the bank issuing the letter of credit, shall be acceptable in form and content to the County. In addition, such irrevocable standby letter of credit shall:
  1. be payable to the County or the Director of Health, or his designee;
  2. issued by a bank doing business in California;
  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;
  4. specifically recite and accept the Agreement's requirements that the bank shall immediately release performance security funds at sight to the County upon the County's presentation of documentary evidence (the form and substance of which shall be determined by the County) that the Board of Supervisors made the determination that, pursuant to provisions set forth in Section IV.B.6., herein, the Contractor is in Material Breach of the Agreement; and
  5. specifically acknowledge and agree that litigation brought by the Contractor or the bank, if any, in connection with the Board of Supervisor's declaration that the Contractor is in Material Breach of the Agreement, under Section IV.B.4., herein and that litigation, if any, brought by Contractor or the bank against the County, the EMS Agency, or their respective officers, agents or employees in connection with the Board of Supervisors' declaration of Material Breach or the County's emergency takeover/replacement of Contractor's operations under Section IV.B.6, herein, shall only be initiated after the bank releases the performance security funds to the County as provided in this Section III.C.;
- c. A combination of the above forms of performance security that is acceptable to the County.

- d. The performance bond or irrevocable standby letter of credit furnished by the Contractor pursuant to this Section III.C., shall provide that such bond or letter of credit shall not be canceled except upon sixty (60) calendar days prior, express written notice given to the County of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) calendar days following the commencement of such sixty (60) calendar day notice period, provide to the County a replacement performance security meeting the requirements of this Section III.C., in a form and content acceptable to the County. Whatever form of performance security is selected by the proposer, the proposer's proposal shall indicate the form selected, and shall include full and detailed information on the proposer's ability to comply with the requirements as planned.

2. Performance Bond Cancellation Notification

For performance security required under the Agreement, the Contractor shall additionally require that the issuer of such security to provide the County with prior, express written notice of the cancellation of such security.

D. Notice of Adverse Financial Conditions

The Contractor shall provide the County with written notice within five (5) calendar days of the occurrence of any or all of the following events:

1. A receiver is appointed to take possession of all or substantially all of the assets of Contractor (Section III.D., herein).
2. The Contractor makes an assignment for the benefit of creditors (Section III.D., herein).
3. There is the attachment, lien, levy, encumbrance, execution or other judicial seizure of all or substantially all of Contractor's assets (or any other right or interest of Contractor in property) used to carry out its obligations under the Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains undismissed, undischarged, or not released for a period of ten (10) business days after the attachment, lien, levy, encumbrance, execution or other seizure thereof (Section III.D., herein).
4. The Contractor takes any action or suffers under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.
5. The Contractor files any voluntary petition in bankruptcy, or any of the Contractor's creditors file any involuntary petition in bankruptcy, which involuntary petition remains undischarged for a period of thirty (30) days.
6. The Contractor admits in writing to its inability to pay its debts as they become due.

E. Facilities

1. Central Facility

The Contractor shall provide its own central facility for ambulance operation. In addition, the Contractor shall maintain a business office within Kings County in a location that is readily accessible to the public. The business office shall be open during normal business hours and business days, at least four (4) days-per-week (8 a.m. to 5 p.m.), except for those weeks affected by a state or federal holiday, in which case such office shall be open a minimum of three (3) days for that week. Personnel at the business office shall be trained and authorized by the Contractor to provide necessary information to the public and customers which is related to the billing procedures and disputed customer bills. The Contractor shall provide a toll-free number to assure that residents within Kings County can contact the business office at no cost to the caller.

2. Post Locations

The Contractor shall provide its own post facilities for ambulance operations.

F. Communications and Technology Equipment

1. Portable radios

The Contractor shall provide and maintain portable radio equipment consistent with EMS Policy #291 and specialized radio equipment required under this procurement process.

2. Pagers

The Contractor shall provide pagers or other communications devices to meet the obligations of the agreement.

3. EMS Med Channel Radios and other In-Vehicle Radios

The Contractor shall provide and maintain vehicle radio equipment consistent with EMS Policy #291

4. Automatic Vehicle Locator

The Contractor shall provide, install, and maintain an automatic vehicle locator system in the ambulance dispatch center and in the Contractor's emergency vehicles. Such system shall be integrated, at the Contractor's expense with the Computer Assisted Dispatch System. Existing computer interfaces for such integration may be utilized by the Contractor if the Contractor utilizes compatible equipment.

5. Electronic Communications/Electronic Mapping/Electronic Status Changes

The Contractor shall provide devices for electronic communications, electronic mapping, and electronic status changes which all interface with the County EMS dispatch systems. If such terminals, devices, and/or emulators will be linked to the EMS Computer Assisted Dispatch System, then such terminals, devices, and/or emulators may only be utilized for notification of unit status (e.g., unit at-scene) when the Contractor's automatic vehicle locator system document the unit's location at the time of such notification.

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IV. Standard Contract Provisions

A. Term of the Agreement and Renewal Provisions

The following provisions shall govern the term of the Agreement and the renewal thereof:

1. Commencement Date

The Agreement shall commence at 12:01 a.m., local time, January 1, 2011.

2. Initial Term of Agreement

The initial term of the Agreement shall be five (5) years. Pursuant to the provisions for renewal set forth in Section IV.A.3., immediately below, the Agreement shall automatically terminate at 11:59 p.m., local time, December 31, 2015.

3. Renewal Provisions

The Contractor shall be eligible to apply for a maximum of one (1) separate and successive extension of this Agreement for five (5) years, provided all of the following conditions are satisfied:

- a. The Contractor submits a written request to the EMS Agency for extension of the Agreement not less than twenty-four (24) months prior to the expiration of the then-current Agreement period. This twenty-four (24) months notice requirement is intended to allow the County and EMS Agency time to initiate and complete competitive procurement processes in the event renewal is, for any reason, denied. This includes allowing the Kings County Ambulance Commission to determine the Contractor's eligibility for renewal of the Agreement, the County a review of compensation arrangements, and Board of Supervisors to take action regarding the Contractor's request; and
- b. The Kings County Ambulance Commission must determine, by their respective votes, that the Contractor's services in all respects rendered then to the date of the Contractor's request for an extension, are, in their respective opinions, significantly above the minimum performance requirements of the Agreement; and
- c. Any modification of the existing compensation arrangements proposed by the Contractor for the term of the proposed extension, or a continuation of existing compensation levels, are approved and agreed to by the County.

B. Termination of Agreement

1. County's Termination Without Reason

For the first three (3) years of the Agreement, the County may terminate the Agreement at any time without any reason upon one (1) year (365 calendar days) prior, express written notice thereof given to the Contractor. Commencing January 1, 2014, the County may terminate the Agreement at any time without any reason upon one hundred and eighty (180) calendar days prior, express written notice thereof given to the Contractor. Prior to giving termination notice under this Section IV.B., the County shall notify the Contractor of its intention to terminate the Agreement and shall allow the Contractor an opportunity to appear before the Board of Supervisors concerning such notice of termination.

2. County's Termination Due to Fiscal Non-Funding

In the event sufficient County budgeted funds are not available for a County fiscal year, the County may terminate the Agreement upon giving the Contractor ninety (90) calendar days prior, express written notice thereof. Such termination shall be without penalty or expense paid by the County to the Contractor.

3. Contractor's Termination Due to County's Material Breach of the Agreement

The Contractor may terminate the Agreement at any time due to the County's breach of any or all material obligations of County under the Agreement, provided that the Contractor gives the County at least thirty (30) calendar day's prior, express written notice of such intention to terminate the Agreement, setting forth in specific detail the facts supporting such intention to terminate the Agreement, and provided further that the County fails to substantially cure said breach.

4. County's Termination Due to Contractor's Material Breach of the Agreement

The County may terminate the Agreement due to the Contractor's breach of any or all material obligations of Contractor under the Agreement (a "Material Breach"). Without limiting the generality of the foregoing sentence, the term Material Breach of the Agreement includes, but is not limited to, the occurrence of any one (which by itself may be deemed to be a Material Breach of the Agreement by the Contractor) of the following events:

- a. The Contractor fails to operate its ambulance, ambulance dispatch, and emergency medical services program in a manner which enables the County, the EMS Agency and the Contractor to remain in compliance with the requirements of federal, state, and local laws, rules and regulations and EMS Agency Policies and Procedures and which enables the Contractor to remain in compliance with its obligations under

the Agreement. Minor infractions of such requirements, as determined by the County Director of Health, or his designee, shall not constitute a Material Breach of the Agreement by the Contractor.

- b. The credentials/proposal, proposer's price sheet and proposer's budget information which the Contractor provides to the County or the EMS Agency pursuant to the procurement process contain(s) an untrue statement(s) of a material fact or omit to state a material fact(s) necessary to make a statement(s) therein not misleading in the light of the circumstances under which it was made.
- c. The Contractor falsifies data supplied to the County, the EMS Agency, or the EMS Medical Director during the course of performing operations under the Agreement, including but not limited to, dispatch data, patient care data, response time data (including "at-scene" time data) or financial data, or willfully downgrades the priority of an ambulance response to enhance the Contractor's apparent performance, or falsifies or willfully omits any other data or information required to be provided by the Contractor under the Agreement.
- d. The Contractor fails to comply with its proposed system status plan for ambulance coverage during the first three (3) months of operations under the Agreement.
- e. The Contractor fails to comply with the minimum employee wage/salary compensation and benefit package and hiring practices which Contractor submitted as part of its credentials/proposal during the procurement process.
- f. The Contractor's personnel or its sub-contractor'(s) personnel chronically or persistently fail to conduct themselves in a professional and courteous manner where, within a reasonable time following written notice by the County and/or EMS Agency to correct such misconduct (but in no event more than thirty (30) calendar days from the date of such notice being given), reasonable remedial action has not been taken by the Contractor.
- g. Except as provided in Section IV.B.4.h., below, the Contractor fails to comply with the response time performance requirements under Section II.P., herein, for any three (3) consecutive months, or for any four (4) non-consecutive months in a calendar year.
- h. The Contractor fails to comply with such response time performance requirements under Section II.P., herein, for any two (2) consecutive quarters or for any three (3) non-consecutive quarters in a calendar year.

- i. The Contractor fails to consistently meet or exceed the clinical performance standards required herein.
- j. The Contractor fails to participate in the established Quality Assurance/Quality Improvement program of the EMS Agency, including, but not limited to, investigation of incidents and implementing prescribed corrective actions.
- k. The Contractor fails to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with the Contractor's equipment replacement program, which Contractor submitted as part of its credentials/proposal during the procurement process.
- l. The Contractor violates the non-competition or "outside work" provisions of the Agreement (Section IV.C.4., herein).
- m. The Contractor fails to furnish and maintain key personnel of at least the same quality and experience as proposed in the Contractor's credentials/proposal during the procurement process.
- n. The Contractor fails to comply with the user fee setting, billing, and collection procedures under the Agreement.
- o. The Contractor fails to comply with "most favored customer" provision of the Agreement (Section IV.C.5., herein).
- p. The Contractor fails to cooperate with and assist the County in the investigation or correction of any of Contractor's alleged or actual Minor Breach(es) or Material Breach(es) of the Agreement, including, but not limited to, Contractor's chronic or persistent failure to comply with terms and conditions stipulated in written notice(s) given by the County or EMS Agency to correct any of Contractor's Minor Breach(es) under the Agreement.
- q. The Contractor fails to cooperate with and assist the County in its takeover or replacement of the Contractor's operations after a Material Breach of the Agreement by the Contractor has been declared by the County, as provided for herein, regardless of whether it is later determined by a court of competent jurisdiction that the County's declaration of a Material Breach of the Agreement by the Contractor was not justified.
- r. The Contractor fails to assist County or County's successor Contractor in the orderly transition or scaling down of Contractor's services during the transition from Contractor to the Contractor's successor if County enters

into a successor Agreement and such Agreement does not include the Contractor.

- s. The Contractor fails to comply with required payment of liquidated damages within thirty (30) calendar days written notice given to Contractor of the imposition of such liquidated damages (Section II.R.20., herein).
- t. The Contractor fails to maintain in full force and effect the insurance coverage required in the Agreement.
- u. The Contractor fails to maintain in full force and effect the performance security requirements as specified herein, including the performance bond (Section III.C., herein).
- v. A receiver is appointed to take possession of all or substantially all of the assets of Contractor (Section III.D., herein).
- w. The Contractor makes an assignment for the benefit of creditors (Section III.D., herein).
- x. There is the attachment, lien, levy, encumbrance, execution or other judicial seizure of all or substantially all of Contractor's assets (or any other right or interest of Contractor in property) used to carry out its obligations under the Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains undismissed, undischarged, or not released for a period of ten (10) business days after the attachment, lien, levy, encumbrance, execution or other seizure thereof (Section III.D., herein).
- y. The Contractor takes any action or suffers under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.
- z. The Contractor files any voluntary petition in bankruptcy, or any of the Contractor's creditors file any involuntary petition in bankruptcy, which involuntary petition remains undischarged for a period of thirty (30) days.
- aa. The Contractor admits in writing to its inability to pay its debts as they become due.
- bb. The Contractor files any answer admitting, or fails timely to contest, a material allegation of a petition filed against Contractor in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation or dissolution of the Contractor or similar relief.

- cc. If within thirty (30) calendar days after the commencement of any proceeding against Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed.
- dd. The Contractor (either voluntarily or by operation of law) assigns, conveys, or transfers the Agreement, or any part of the Agreement, including any right or obligation thereunder, in violation of Section IV.E.2.
- ee. The Contractor (either voluntarily or by operation of law) subcontracts the Agreement, or any part of the Agreement, including any obligation thereunder, in violation of Sections IV.E.2., and IV.E.3., herein.
- ff. The Contractor willfully attempts to intimidate or otherwise punish or dissuade its personnel who desire to interview with or to sign contingent employment agreements with competing proposers during a subsequent procurement process by the County/EMS Agency for the same or similar services currently provided by the Contractor under the Agreement.
- gg. The Contractor willfully attempts to intimidate or otherwise punish or dissuade its personnel or subcontractors from cooperating with or reporting concerns, deficiencies, and the like, to the County or EMS Agency or any governmental agency having the jurisdiction over such matter.
- hh. There is any other willful acts or omissions of the Contractor that endanger the public health and safety.

5. Notice to Contractor

If, in the opinion of the County Director of Health, or his designee, a Material Breach of the Agreement by the Contractor exists or has occurred, then the County Director of Health, or his designee, shall notify the Contractor, in writing, of the existence or occurrence of such breach. The County Director of Health shall establish a specific time period, which shall be reasonable under the circumstances, for the Contractor to cure the Material Breach. If the Contractor fails to completely cure such Material Breach of the Agreement to the satisfaction of the County Director of Health or his designee within the time specified by the Director of Health or his designee, the County Director of Health, or his designee, shall notify the Board in writing regarding same.

In the event that the Contractor does not cure the default of the Agreement within the time permitted by the County Health Director, the Director may, but is not required to, declare the existence of a Material Breach in the manner specified in

paragraph 6, below.

6. Declaration of Material Breach of the Agreement and Emergency Takeover/  
Replacement of Service

Upon notification from the County Director of Health, or his designee, to the Clerk to the Board of Supervisors and the Contractor, the Clerk to the Board of Supervisors shall schedule a meeting of the Board of Supervisors to consider a determination of Material Breach of the Agreement by the Contractor. The Board of Supervisors shall hold such meeting, and the Contractor shall be given an opportunity to appear before the Board and argue why the Board should not declare a Material Breach of the Agreement by the Contractor. Upon the conclusion of the meeting, the Board of Supervisors may determine that a Material Breach of the Agreement by the Contractor has occurred. If the nature of the Material Breach is, in the opinion of the Board of Supervisors, such that public health and safety are thereby endangered, the Board of Supervisors shall declare a Material Breach of the Agreement by the Contractor and shall further direct the County Director of Health, or his designee, to perform a takeover or replacement by the County (or County's designee) of the Contractor's operations under the Agreement pursuant to this Section IV.B.6. The Contractor shall, upon receipt of written notice by the Director of Health, or his designee, fully and immediately cooperate with the County and the EMS Agency to effect a prompt and orderly takeover or replacement by the County (or County's designee) of the Contractor's operations under the Agreement.

7. Dispute After Emergency Takeover/Replacement

Such emergency takeover/replacement shall be effected within seventy-two (72) hours after finding of major default by the County. The Contractor shall not be prohibited from disputing any such finding of default through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate emergency takeover/replacement of Contractor's operations by the County. Neither shall such dispute by the Contractor delay the County's access to Contractor's performance security.

The provisions of this Section IV.B.7. shall be specifically accepted and agreed to by the Contractor as reasonable and necessary in light of the unusual responsibilities for public health and safety associated with the Agreement. Any legal dispute concerning a finding of default shall be initiated only after the emergency takeover/replacement has been completed, and shall not, under any circumstances, be allowed to delay the process of emergency takeover/replacement by the County. The Contractor's cooperation with, and full support of, such emergency takeover/replacement process, as well as the immediate release of performance security funds to the County, shall not be construed as acceptance by Contractor of the finding of major default, and shall not in any jeopardize the Contractor's right to recovery should a court later

determine that the declaration of major default was in error. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and orderly takeover/replacement of services shall itself constitute a Material Breach under the terms of the Agreement, even if it is later determined that the original declaration of Material Breach was made in error.

8. Material Breach of the Agreement by the Contractor Not Dangerous to Public Health and Safety

If the County declares the Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute and legally resolve the County's claim of Material Breach of the Agreement by the Contractor prior to emergency takeover/replacement of Contractor's operations by the County.

9. End-term Operations Provisions

Should the Contractor's proposal fail to be selected in a subsequent bid cycle, the County shall obviously depend upon the Contractor to continue provision of all services required under the Agreement until the successful proposer takes over operations. Under these circumstances, the Contractor shall, for a period of several months, serve as a "retiring" Contractor. To ensure continued performance fully consistent with the requirements of the Agreement throughout any such end-term period, the following provisions shall apply:

- a. Throughout such end-term period, the Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to a competing proposer;
- b. The Contractor shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting the Contractor's service and operating costs to maximize profits during the final stages of the Agreement;
- c. The County recognizes that, if a competing proposer is awarded the contract in a subsequent bid cycle, the Contractor may reasonably begin to prepare for transition of service to the new contractor during the end-term period, and the County shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, and the like, so long as such transition activities do not impair the Contractor's performance during such end-term period, and so long as such transition activities are prior-approved by the County.

C. Independent Contractor

1. Independent Contractor

In performance of the work, duties, and obligations assumed by the Contractor under the Agreement, the Contractor, including any and all of its officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate the County, or the EMS Agency. The County and the EMS Agency shall retain the right to administer the Agreement so as to verify that the Contractor is performing its obligations in accordance with the terms and conditions hereof. The Contractor, the County, and the EMS Agency shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, the Contractor shall have absolutely no right to employment rights and benefits available to the County or EMS Agency employees. The Contractor shall be solely liable and responsible for providing to, or on behalf of, its personnel all legally-required employee benefits. In addition, the Contractor shall be solely responsible and save the County and EMS Agency, including the EMS Medical Director(s), harmless from all matters relating to payment of the Contractor's personnel, including compliance with Social Security, withholding, and all other regulations governing such matters.

2. Compliance With Applicable Laws, Rules, and Regulations

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

3. Contract Commitments

The Contractor shall not enter into contracts regarding the type of services which are the subject of the Agreement, for services within Kings County EOA, which extend beyond the date of termination of the Agreement, or an extension thereof, except as may be specifically approved in writing by the County.

4. Outside Work

The Contractor shall not be prohibited from doing work outside the scope of the Agreement which is related to emergency medical services or medical

transportation (e.g., long distance transfer work, non-ambulance medical transportation, special events/standby coverage, managed care/government contract work, ambulance dispatching in other counties, and the like) provided:

- a. Such services are provided consistent with federal, state, and local laws, regulations, and policies;
- b. The Contractor's methods of providing such services are designed to enhance Contractor's peak load capacity, disaster readiness, and overall efficiency, and do not detract from the Contractor's performance of its obligations under the Agreement;
- c. The Contractor shall be solely responsible for any costs and expenses associated with the implementation of services for such outside work.

The Contractor shall be responsible for the operational and equipment costs of any such outside services and shall hold the County, EMS Agency, and EMS Medical Directors harmless and indemnify and defend them in connection such outside contract services, as provided in Section IV.C.4., herein. Such services shall not interfere or undermine the Contractor's responsibilities under the Agreement.

The Contractor shall not utilize the equipment, personnel, or resources, which are the subject of the Agreement, for the purposes of providing primary ambulance coverage outside Kings County (e.g., a dedicated ambulance unit routinely stationed in another jurisdiction) except as authorized through a written amendment (pursuant to Section IV.E.4., herein) thereof executed by the parties.

#### 5. Most Favored Customer

Under this procurement process, all factors of production employed by the Contractor in the performance of the work which is the subject of this procurement process, whether furnished by the County or not, shall be devoted exclusively to the provision of services within the EOA and to no other work, except as allowed under the Agreement, or amendment thereof, and as specifically approved by the County. These "factors of production" include all equipment, supplies, facilities, locally assigned personnel, and all historical data utilized by the Contractor in the performance of this work.

The Contractor, the owners, officers, or key personnel of the Contractor's organization, and firms affiliated with the Contractor shall not compete with the County for services provided by the County through the Agreement nor shall such entities or individuals form a separate organization for the purposes of circumventing this prohibition. While such entities, organizations, or individuals may participate in a competitive procurement process for the services under the Agreement, they may not specifically compete against the Agreement in effort to

circumvent the services that have been established to provide for the public health and safety. It is the intent of this provision that growth of the Contractor's business within the County should take place under the auspices of the Agreement. Violation of this non-competition provision shall constitute a Material Breach of the Agreement by the Contractor.

The Contractor additionally acknowledges, understands, and accepts that a loss of the Agreement in a future competitive procurement cycle means a loss of all business created within the EOA as related to and during the term of the Agreement. The Contractor accepts this as a reasonable solution to the problem of system-wide disruption of services that would otherwise occur.

6. Advertising Restrictions

The Contractor is required to have prior approval by the EMS Agency of the form and content of all forms of public education and advertising, direct or indirect, utilized by the Contractor which will include the County's name in conjunction with services and operations related to the Agreement. This includes all vehicle markings, invoices, yellow page advertising, and any other advertising and public information programs and material may utilize County's name in addition to the Contractor's name or trademark. The County shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor under this agreement.

7. Permits and Licenses

The Contractor shall be solely responsible for obtaining all necessary permits and licenses required for performance of its obligations under the Agreement and will bear the cost, provided, however, that ambulance vehicle licenses shall be obtained in the name of the Contractor.

D. Provisions Regarding Personnel

1. Rights and Responsibilities of Operations Personnel (Prehospital and Dispatch)

The Kings County EMS system is designed to utilize professional field personnel (all levels of EMT including paramedics) and certified dispatch personnel who have a direct linkage to the EMS Agency, EMS Medical Director, and the Base Hospital Physicians of the EMS system who provide independent medical oversight for the EMS System. Field personnel and dispatchers are certified or accredited by the EMS Medical Director, not through their employers. Thus, a direct linkage is deliberately created between field personnel and the system's physician leadership.

Where issues involving questions of patient care are concerned, there is no "chain of command" in the Kings County EMS system. Each of the certified

personnel working in the system has not only a right, but an obligation to deal directly with the system's physician leadership on issues related to patient care.

This direct linkage and personnel responsibility also applies to issues regarding compliance with regulations concerning vehicles, on-board equipment, and recording of data. Certified personnel are prohibited by laws, rules, regulations, and local policies and procedures which govern this system from operating equipment that is out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., dispatch records, prehospital care reports, incident reports, and the like). Just as a physician may be employed by a hospital, but still retains personal and professional responsibility relative to the rendering of patient care, EMS dispatchers and field personnel have a personal and professional responsibility with regard to issue related to the delivery of patient care, and the accurate reporting of information.

Field and dispatch personnel are required, as a condition of their certification or accreditation by the EMS Medical Director, to participate in the system-wide quality improvement program. This investment of personnel time in the medical quality control process is justified by a continuous positive impact upon improved patient care. The success of this program involves the cooperation of the EMS Agency, the Contractor, other participating provider agencies and hospitals, and the individual field or dispatch personnel.

## 2. Reasonable Work Schedules/Working Conditions

While the Agreement is a "performance contract", and while the Contractor is not only allowed but expected to employ its own methods and techniques for producing the required performance reliability and efficiency, the Contractor shall utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. For the purposes of promoting quality patient care and personnel safety, the Contractor is expected to utilize sound management principles which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to the extent that their judgement or motor skills may be impaired.

Because of the wide variety of management practices utilized throughout the EMS/ambulance industry, no specific requirements regarding work schedules and working conditions are established (except for the transport unit hour utilization restrictions placed upon system status plans which utilize greater than 12 hour shifts, as set forth and Section II.L.2., hereof) under this procurement process, but instead the "rule of reason" shall apply. The "rule of reason" shall be the establishment of rules and procedures which implement reasonable standards of activity in order to protect the public health and safety.

If events warrant such action, the EMS Director, with the concurrence of the Regional Medical Control Committee, may establish rest standards for extended

shifts and standards governing the use of back-to-back personnel shifts and mandatory overtime, as deemed necessary to protect patients from the possibility of error caused by exhaustion of the Contractor's field personnel. In the event such standards are developed by the Regional Medical Control Committee and/or through state regulation, said standards shall be automatically accepted by both the County and the Contractor as an objective application of the "rule of reason", and shall apply to the Agreement. The imposition of such standards by the EMS Director and the Regional Medical Control Committee or by the State EMS Authority shall not be considered an increase in production standards which would be cause for Agreement amendment.

3. Reasonable Compensation and Fringe Benefits Required

High levels of efficiency are expected and required under this procurement process. It is expected by the County and EMS Agency that such efficiency will be derived from the system's superior economies of scale, from off peak use of excess production capacity, from precision dispatching and system status management, from the numerous advantages of a professional and motivated workforce, and from effective management practices. The County and EMS Agency desire that qualified and experienced personnel be utilized for the provision of services under the Agreement and that the Contractor's compensation levels for such personnel will attract and retain such qualified and experienced personnel. Therefore, economic efficiency should not be derived by the use of compensation levels for field and dispatch personnel that are significantly below those received currently by the incumbent workforce.

Compensation provisions for the Contractor's locally-assigned personnel should promote the County and EMS Agency's desire for an experienced and qualified workforce. Therefore, the Contractor shall maintain at all times during the term of the Agreement a compensation program for its locally-assigned personnel that is not significantly below that received currently by the incumbent workforce. Proposers are not required to utilize the same wages, benefits, shifts schedules and working conditions as the incumbent contractor, however, the total compensation package proposed by the proposer will be utilized in comparison to local practices. The County and EMS Agency do not intend to restrict the ingenuity of the Contractor in developing new and creative compensation packages for its personnel. However, these specific wage or salary packages should be structured so that the overall combination of wages, benefits, shifts schedules, working conditions, and factors related to job satisfaction is consistent with sound management practices in a clinically excellent, high productivity emergency ambulance and advanced life support (paramedic) service system.

The proposer's proposed compensation program will be one of the primary rated variables in the evaluation of the Contractor's proposal for determining which proposers qualify as finalists in this procurement process.

4. Form of Retirement Program

The retirement program for the Contractor's dispatchers, field personnel, and any other locally assigned personnel shall be so designed and structured that, should a change of contractors occur in the future (e.g., future procurement process), each employee's accrued benefits will remain intact regardless of whether that employee remains in this system (e.g., working for the new Contractor) or transfers to another of the outgoing Contractor's operations outside the County. In addition, such retirement program shall address the employee's accrued benefits, vested or not, of the incumbent work force, if the successful bidder is not the incumbent contractor.

5. Employee Recruitment, Screening, and Orientation

The Contractor shall operate an aggressive, stringent, and comprehensive program of initial and ongoing personnel recruitment, screening, and orientation designed to attract, select, and thoroughly orient prior to field or dispatch placement, individuals who are among the area's most qualified candidates for EMS employment.

6. Treatment of Incumbent Workers

The County and EMS Agency recognize that qualified and experienced field personnel with knowledge of the current local emergency medical services operating conditions in the County are necessary for a successful emergency medical services system. In this regard, the County and the EMS Agency further recognize that the current field and dispatch workers of the incumbent Contractor will likely be sought by proposers to form all or a portion of the proposed non-management work force. The County and EMS Agency respects the employee/employer relationship between workers and their current and future employers; the County's and EMS Agency's only interest in requiring proposers to comply with this Section IV.D.6 is to ensure that the Contractor honors its commitment to maintain a qualified and experienced field and dispatch workforce during the term of the Agreement by seeking and hiring such field and dispatch personnel at the commencement of the Agreement. Therefore, this Section IV.D.6. requires proposers to use their best efforts to offer employment opportunities to incumbent workers in field positions at the commencement of the Agreement according to such proposers' own personnel standards, which are identified under Section IV.D.5., herein.

Immediately following the submission of proposals, but prior to the proposer's presentation to the Ambulance Procurement Committee, each proposer shall conduct a minimum of two (2) local informational meetings for incumbent workers in field and dispatch positions concerning employment opportunities should the proposer be selected as the successful proposer. Proposers may

allow interested personnel, including incumbent workers in field positions, to sign employment agreements during these information meetings, contingent upon such proposers becoming the Contractor.

To ensure that proposers have a plan for hiring sufficient numbers of experienced and qualified field and dispatch personnel, proposers are required to include in their proposals their policies regarding the hiring of incumbent workers for field and dispatch employment positions. Such policies shall specify the proposers' standards for hiring personnel, including incumbent workers for field and dispatch employment positions. Such policies shall also specify the proposers' criteria, if any, for recognizing the length of service of incumbent workers hired for field and dispatch services under the Agreement which will be utilized by the proposers to establish the starting compensation level and seniority level for such workers.

Within forty-five (45) calendar days of the execution of the Agreement, the Contractor shall provide a reasonable opportunity for any and all of the incumbent workers in field and dispatch positions to apply for, and, if such personnel meet the Contractor's personnel standards, to interview for available field and dispatch employment positions with successful proposer. The Contractor shall use its best efforts to offer employment to those of the qualified and experienced incumbent workers for field and dispatch positions who meet the Contractor's personnel standards, up to the number and classification of field and dispatch employment positions the successful proposer determines it needs to operate under the Agreement. The successful proposer shall not be required to hire any minimum number of experienced incumbent workers seeking field or dispatch employment positions. However, the Contractor shall not discriminate against incumbent workers for field and dispatch employment positions in its hiring practices based upon the length of service of the individual -- that is, the Contractor shall not preferentially hire a disproportionate number of field and dispatch personnel with the least experience in order to lower its personnel costs.

7. Non Discrimination

Contractor agrees as follows:

- a. The Contractor, during the performance of the Agreement, agrees to comply with all applicable provisions of federal, state, and local laws and regulations pertaining to prohibited discrimination.
- b. During the performance of the Agreement, the Contractor and its subcontractor(s) shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, sex, physical disability (including HIV and AIDS), mental disability, medical condition

(cancer), age (over 40), marital status, or denial of family care leave. The Contractor and its subcontractor(s) shall ensure that the evaluation and treatment of their respective employees and applicants for employment are free from such discrimination and harassment. The Contractor and its subcontractor(s) shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into the Agreement by reference and made a part thereof as if set forth in full. The Contractor and its subcontractor(s) shall give written notice of their obligations under this Section IV.D.7. to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this Section IV.D.7. in all subcontracts to perform work under the Agreement. Such actions shall include, but not be limited to the following:

- Employment, upgrade, demotion, or transfer;
- recruitment, or recruitment advertising;
- layoff or termination;
- rates of pay or other forms of compensation; and
- selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- c. To the extent required by law, the Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, sex, or age.
- d. The Contractor, and all solicitations or advertisements for personnel placed by or on behalf of the Contractor, shall, state that all qualified applicants will receive considerations for employment without regard to race, religion, color, national origin, sex, or age, as required by law.

#### 8. Use of Pagers by Off-Duty Personnel

Individual pagers may be supplied by the Contractor for individual assignment to ambulance dispatchers and prehospital personnel who agrees to carry one as a part of the Contractor's internal disaster management procedures. The use of such pagers to locate off-duty personnel for assignment of mandatory overtime is strictly prohibited.

9. Professional Conduct and Courteous Service

Ambulance services are often rendered in the context of stressful situations. Many of the people with whom ambulance personnel come in contact have little experience dealing with such situations and do not cope well. In fact, in many cases, this may be a person's or their family's only interaction with the EMS system and may be regarded as one of the most traumatic experiences in their lifetime, even if the seriousness of the illness or injury is not actually significant. In some cases, even flawless performance by the ambulance system may draw complaints. While patients, their families, and others are not accustomed to this stress and may not always handle it well, the Contractor and its personnel are in the business of dealing with these situations.

Thus, the County and EMS Agency expect and require professional and courteous conduct towards the public and other EMS System participants at all times from the Contractor's ambulance personnel, dispatch personnel, billing personnel, middle management, and top executives. Uniform and grooming standards for field personnel shall meet or exceed that of local public safety agencies. This includes field supervisors and management personnel. The Contractor shall address and correct any occasional departure from this standard of conduct.

10. Character and Competence of Personnel

All persons employed by the Contractor in the performance of work under the Agreement shall be competent and shall be holders of appropriate permits in their respective trades or professions. The County Director of Health, or his designee, may demand the removal of any person employed by the Contractor who chronically misconducts himself or is chronically incompetent or negligent in the due and proper performance of his duties, and such persons shall not be reassigned by the Contractor for performance of services under the Agreement without the written consent of the County Director of Health, or his designee. Provided, however, that the County Director of Health, or his designee, shall not be arbitrary or capricious in exercising its rights under this provision, and shall be required to document, in writing, specific reasons for exercising such rights relative to any given employee, and shall also give that employee an opportunity to defend himself in the presences of the Contractor's Chief Executive, or his/her designee, and the County's Director of Health prior to removal.

11. "Bait and Switch" Proposing Prohibited

The Contractor understands that the County shall, in part, award this procurement based upon the qualifications of the proposing organization, and upon the qualifications of key personnel presented in proposer's proposals. If awarded the Agreement, the proposer shall furnish those personnel identified in proposer's proposal for the first year of the Agreement. Throughout the remaining term of the Agreement, the proposer shall continue to furnish those same personnel or replacement personnel with equal or superior qualifications.

E. Standard Provisions

1. Conflicts of Interest

The proposer must certify that it will not violate, or cause a person to violate, any Federal or State conflict of interest statutes, laws, and regulations, or local laws and regulations governing conflict of interest.

2. Non-Transferable Agreement

Except for non-EMS related services (e.g., janitorial, food service, building maintenance, telephone, and the like), the Contractor shall not (either voluntarily or by operation of law) assign, convey or transfer the Agreement, or any portion thereof, without the prior, express written permission of the County and the EMS Agency as provided in this Section IV.E.2, and Section IV.E.3., herein. Without limiting the generality of the foregoing sentence:

- a. The Contractor shall not (either voluntarily or by operation of law) assign, convey or transfer any of the Contractor's rights under the Agreement without the prior, express written permission of the County and the EMS Agency.
- b. The Contractor shall not (either voluntarily or by operation of law) assign, convey, transfer, delegate or subcontract any of the Contractor's obligations under the Agreement without the prior, express written permission of the County and the EMS Agency as provided in Section IV.E.3., herein.
- c. If a majority of the Contractor's work is dedicated to the performance of services under the Agreement, the Contractor's shareholders (or partners, if the Contractor is a partnership) shall not (either voluntarily or by operation of law) sell, assign, convey or transfer more than ten percent (10%) of the total ownership interest in the Contractor (e.g., corporate shares or partnership interest) to a non-shareholder or non owner within any one (1) year period without the prior express, written

permission of the County and the EMS Agency.

If the Contractor (either voluntarily or by operation of law) assigns, conveys or transfers the Agreement, or any part of the Agreement, including any right thereunder, in violation of this Section IV.E.2., such assignment, conveyance or transfer shall be void.

3. Use of Sub-Contractors

The use of subcontractors for the direct provision of ambulance services or advanced life support (paramedic) services or partial staffing for such services is subject to the prior written permission of the Board of Supervisors. The use of any other subcontractors is subject to the prior written permission of the EMS Agency Director. The “use of subcontractors” in the provision of services shall include the delegation by the Contractor to a third party of the Contractor’s obligations under the Agreement.

If the Contractor elects to use subcontractors in the provision of any services under the Agreement, and the use thereof is permitted by the County or the EMS Agency, as provided herein, the Contractor shall be responsible for such subcontractor’s performance, and the Contractor shall remain the sole point of contact in the provision of services under the Agreement. The Contractor shall not be entitled to any greater compensation than is provided for under Section III.A., herein, solely because Contractor is permitted by the County or the EMS Agency to subcontract any of the Contractor’s obligations under the Agreement.

If a prospective proposer intends to employ a sub-contractor for any purpose other than in-service training or vehicle maintenance, the credentials of that sub-contractor must be submitted with those of the prospective proposer, together with a detailed description of the services to be sub-contracted and the terms of the sub-contractual relationship. The County retains the right to deny requests for use of sub-contractors.

For the purposes of this Section IV.E.3., support services (e.g., accounting, legal, payroll, and other like services) provided by a parent corporation which is the sole owner of the contracting firm shall not be considered sub-contracted services, and shall not be governed by this Section IV.E.3..

If the Contractor subcontracts or delegates any of its obligations under the Agreement in violation of this Section IV.E.3., such subcontract or delegation shall be void.

4. Modification

Any matters of the Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder. No

variation or modification of the terms or conditions of the Agreement shall be valid and binding upon the parties unless and until such variation or modification is reduced to writing and is executed by duly-authorized officers or agents of the parties.

5. Rights and Remedies Not Waived

The Contractor agrees, warrants, represents and guarantees that the Contractor's services herein specified shall be completed without further compensation than that provided for in the Agreement; and that the Contractor's provision of services herein, and the payment therefor by the County, shall not prevent the County from maintaining any legal action against Contractor for Contractor's failure to perform such services in accordance with the Agreement. In no event shall payment of compensation by the County hereunder constitute or be construed to be a waiver by the County of any breach or any default that may then exist on the part of the Contractor, and the making of such compensation while any such breach or default exists, shall no way impair or prejudice any right or remedy available to the County with respect to such breach or default.

The County's and the EMS Agency's exercise of any rights or remedies under the Agreement shall not preclude the County or the EMS Agency from exercising any other right or remedy under the Agreement or provided by law. Such rights and remedies may be exercised by the County and the EMS Agency cumulatively. By way of example, and not as a limitation, the County's and the EMS Agency's imposition of Liquidated Damages under any provision of the Agreement shall not prohibit the County or the EMS Agency from imposing Liquidated Damages under any other provision of the Agreement or from exercising any other right or remedy under the Agreement or provided by law. If the County or the EMS Agency desires to waive any right or the exercise of any remedy under the Agreement, such waiver shall only be in writing and signed by a duly authorized officer or agent of the County or the EMS Agency, as applicable. If County or the EMS Agency should waive any breach by the Contractor of any provision of the Agreement, the County and the EMS Agency shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of the Agreement.

6. Consideration

In consideration for the Contractor's agreement to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA, pursuant to the terms and conditions of the Agreement, as provided therein, and the Contractor's assumption of obligations thereunder, the Contractor agrees to accept County's and the EMS Agency's authorization to provide such services, and to charge customers for the provision of same, and the compensation provided by County to Contractor

under the Agreement, as provided therein, and the County's assumption of obligations under the Agreement (including causing the EMS Agency to carry out its responsibilities), as sufficient, valuable and adequate consideration given in exchange therefor.

In consideration for the County's authorization to allow the Contractor to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA, pursuant to the terms and conditions of the Agreement, and to charge customers for the provision of same, and compensation provided by County to Contractor under the Agreement, as provided therein, and the County's assumption of obligations under the Agreement (including causing the EMS Agency to carry out its responsibilities), the County agrees to accept Contractor's agreement to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA pursuant to the terms and conditions of the Agreement, as provided therein, and the Contractor's assumption of obligations thereunder, as sufficient, valuable and adequate consideration given in exchange therefor.

7. Governing Law

Venue for any action arising out of or relating to the Agreement shall only be in Kings County, California.

The rights and obligations of the parties and all interpretation and performance of the Agreement shall be governed in all respects by the laws of the State of California.

8. Cost of Enforcement

If either the County or the Contractor institutes litigation against the other party to secure its rights pursuant to the Agreement, the prevailing party shall be awarded its actual and reasonable attorney's fees and costs of such litigation.

9. Invalidity

If any part of the Agreement is found by a court of competent jurisdiction to be in violation of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, the Contractor and the County shall use their best efforts to replace that part of the Agreement with legal, valid and enforceable terms and conditions most readily approximating the original intent of the parties. Furthermore, if any provision of the Agreement or the application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be in violation of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, the remainder of the Agreement, or the application of such provision to persons or

circumstances other than those as to which is found by a court of competent jurisdiction to be in violation of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, shall not be affected thereby, and each remaining provision of the Agreement shall remain in full force and effect and shall be enforceable to the fullest extent permitted by law.

10. Indemnity and Hold Harmless

The Contractor agrees to protect, defend, indemnify and hold harmless the County, its elective and appointive boards, officers, agents and employees, the EMS Agency and EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney fees, for injury to, or death of, any person, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with any negligent acts or omissions by, or on behalf of the Contractor, its officers, employees, agents, or contractors in negligently or wrongfully performing or failing to perform any services or functions provided for, or referred to, or in any way connected with any work, services, or functions to be performed by the Contractor, its officers, employees, agents, or contractors both under and outside the Agreement.

The foregoing clause shall in no way obligate the Contractor to provide such protection, indemnification, or defense to the extent of negligent or wrongful acts or omissions by the County, its officers, employees, agents, or contractors.

The County agrees to protect, defend, indemnify and hold harmless the Contractor, its elective and appointive boards, officers, agents and employees from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorneys' fees, for injury to, or death of, any persons, or for injury to any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with the acts or omissions by, or on behalf of the County, its officers, employees, agents, or contractors in negligently or wrongfully performing or failing to perform any services or functions provided for, or referred to, or in any way connect with any work, services, or functions to be performed by the County, its officers, employees, agents, or contractors under the Agreement.

The foregoing clause shall in no way obligate the County to provide such protection, indemnification, or defense to the extent of negligent or wrongful acts or omissions by the Contractor, its officers, employees, agents, or contractors.

The aforesaid indemnity and hold harmless clauses by the Contractor and County shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by the party to be indemnified, including, but not limited to, attorney fees, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies or

self-insurance of the indemnifying party shall have been determined to be applicable to any of such damages or claims for damages.

11. **Insurance**

With respect to performance and work under the Agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain in full force and effect insurance as described below:

- a. Without limiting the County and EMS 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 EMS Agency under the Agreement and to the extent such indemnification is paid pursuant to this paragraph, the Contractor, at its sole expense, shall maintain or cause to be maintained in full force and effect the following insurance policies throughout the term of the Agreement:
  1. For the Contractor's local operation in Kings County - combined public liability, general liability, automobile liability, bodily injury and property damage liability insurance in amount of not less than two million dollars (\$2,000,000) in coverage for each occurrence;
  2. Medical malpractice 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
  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.
- b. Such insurance policies shall name the County, its officers, agents, and employees, and the EMS Agency, and EMS Medical Director(s), individually and collectively, as additional insured (except Workers Compensation Insurance), but only in so far as the operations under the Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County, its officer, agents, and employees, the EMS Agency, and EMS Medical Director(s), shall be 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 advanced, written notice given to the County. Said insurance coverage shall have

an annual aggregate limitation of not less than \$4,000,000 and shall provide for full coverage, and if such insurance policies have a deductible, such deductible shall be in an amount not to exceed ten thousand dollars (\$10,000) per occurrence.

- c. Prior to the commencement of performing its obligations under the Agreement (and annually thereafter from such date), the Contractor shall provide certificates of insurance on the foregoing policies as required herein, to the EMS Agency, stating that such insurance coverage have been obtained and are in full force; that the County, its officer, agents, and employees, and the EMS Agency, and EMS Medical Director(s), individually and collectively, are named as additional insured (except Workers Compensation Insurance), but only in so far as the operations under the Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County, its officer, agents, and employees, and the EMS Agency, and EMS Medical Director(s), shall be excess only and not contributing with insurance provided under the Contractor's policies herein; that this insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar days advance, written notice given to the County; and that said insurance coverage shall have an annual aggregate limitation of not less than \$4,000,000 limitation and shall provide for full coverage, and that if such insurance policies have a deductible, such deductible shall be in an amount not to exceed ten thousand dollars (\$10,000) per occurrence.
  
- d. Each proposer must submit with its proposal, an affidavit from an insurance company stating that the organization has, or would be able to obtain insurance coverage with minimum limits of liability as required herein. Such insurance company shall be acceptable to the County as established by the prospective proposer receiving prior approval from the County's Risk Management Division.
  
- e. Contractor may self-insure such of those risks as are identified in Section IV.E.11., above, with self-insurance plans, provided however, that:
  - 1. The County, its officers, agents, and employees, the EMS Agency and EMS Medical Director(s), individually and collectively, shall be named as additional insured (except the Workers Compensation Insurance Policy), on Contractor's self-insurance plans, but only insofar as the operations under the Agreement are concerned; and
  
  - 2. Such self-insurance plans shall be satisfactory to County approval of which shall be given prior to the commencement of Contractor's obligations under the Agreement; and



to the Agreement, the EMS Agency shall thereupon be deemed to be an intended third party beneficiary under the Agreement.

15. Survival of Contractor's Obligations Following Termination of the Agreement

Any and all of the Contractor's covenants and obligations contained in the Agreement which by their nature might not be fully performed or capable of performance before the expiration or earlier termination of the Agreement shall survive such expiration or earlier termination.

V. Procurement Process and Proposal Submission

A. Rules for Competition and Rating Procedure

The County and EMS Agency seeks a qualified organization which provides an excellent level of service at a reasonable cost to the patient. The most qualified provider shall be selected by the Procurement Committee and recommended to the Board of Supervisors for award of the agreement. While cost is a variable in the procurement process, the County and EMS Agency are more concerned with the quality of service. Issues which are often variables in other procurement processes, such as government subsidy, performance standards, and staffing requirements have been established as fixed terms and conditions for this procurement process and are not the basis of proposal competition.

In preparing proposals, all proposer's user fees and compensation assumptions shall be based strictly upon the compensation provisions set forth in Section III.A., herein, thereby assuring a direct comparison of competing proposers. Proposals based upon compensation provisions other than those set forth in Section III.A., herein, may be automatically disqualified by the County and EMS Agency.

Proposals must be submitted based upon a response to the request for services specified herein. Offers submitted based upon methods of operation not allowed under this procurement process (e.g., all BLS ambulance staffing) may be automatically disqualified by the County and EMS Agency.

The pre-qualification of proposers and the identification of proposer finalists prior to the opening of price sheets is to provide a safeguard from an unqualified organization submitting an unrealistic price proposal as a means of being selected as the contractor. Proposers are cautioned that proposed user fees that appear to the County and EMS Agency to be unrealistically low and which do not appear to fully fund the level of services being proposed may be cause for such proposer to be disqualified. Therefore, the County, EMS Agency, and Ambulance Procurement Committee shall evaluate the proposer's budget information submitted by proposer finalists as part of the evaluation process of proposer finalist's ALS Base Rates.

The Procurement Selection Process will occur in three (3) phases:

1. Determination of Proposal Responsiveness

Credentials/Proposals, except for the proposer's price sheet and proposer's budget information, will be opened by the Procurement Coordinator and the EMS Agency for review. Sections of the proposal, except the proposer's price sheet and the proposer's budget information, will be distributed to applicable County Departments for review (e.g., performance bond information to County Counsel, insurance information to Risk Management). Non-responsive proposals will be rejected in accordance with Section V.F.1., herein.

2. Selection of Proposer Finalists

Responsive credentials/proposals are reviewed by the Ambulance Procurement Committee to develop a recommended group of finalists to the procurement process. This phase of the procurement process will be to identify the proposers who are best suited to provide the services which are the subject of this procurement process. The Ambulance Procurement Committee's evaluation and recommendation will be in accordance with Sections V.E. and V.F., herein. The Ambulance Procurement Committee reserves the right to recommend the rejection of all proposers.

3. Determination of Apparent Best Suited Provider of Services

Proposer's price sheets and proposer's budget information will be opened for only those proposers which have been selected as proposer finalists. The Ambulance Procurement Committee shall evaluate the ALS Base Rates submitted by proposer finalists. Such evaluation shall take into account the Comparison Allowances and the proposer's budget information. The Ambulance Procurement Committee shall recommend an apparent best suited provider to the EMS Agency or recommend that the EMS Agency reject all proposals. Based upon the recommendation of the Ambulance Procurement Committee, the EMS Agency shall recommend an apparent best suited provider to the Board of Supervisors or recommend that the Board of Supervisors reject all proposals. The recommendations of the Ambulance Procurement Committee and the EMS Agency shall be forwarded to the Board of Supervisors.

The Board of Supervisors shall either designate an apparent best suited provider for the purposes of entering into negotiations for the Agreement, or reject all proposals.

B. Schedule of Events

Unless notified in writing by the Procurement Coordinator of a schedule change, this procurement process will strictly adhere to the following schedule:

- **March 20, 2000 (Monday)** - Request For Proposal Document Released. (This document and its attachments constitute the County's request for credentials and request for proposals).
- **April 3, 2000 (Monday)** - Interested parties have until 2:00 p.m., local time, to submit written questions, comments, or recommended modifications to the Request for Proposal.
- **April 7, 2000 (Friday)** - Beginning at 9:00 a.m., local time, County's pre-proposal conference shall begin. A conference will be held by the County and EMS

Agency to answer any questions from proposers regarding the proposed specifications. The pre-proposal conference will be held in the Kings County Government Center Multi-purpose Room at 1400 West Lacey Boulevard, Hanford, California. Attendance at the pre-proposal conference is mandatory for any person or organization desiring to submit a proposal for this procurement process (The Procurement Coordinator may grant relief from the mandatory attendance at the pre-proposal conference to proposers that demonstrate to the satisfaction of the Procurement Coordinator that their failure to attend such conference was due to a cause beyond their control). Any changes to the Request for Proposal resulting from the pre-proposal conference will be made by written addendum and issued to each person or organization to which attended the pre-proposal conference and which submits a letter of intent.

- **April 18, 2000 (Tuesday)** - Interested parties have until 2:00 p.m., local time, to submit a non-binding letter of intent to bid to the Procurement Coordinator. A letter of intent is mandatory for any person or organization desiring to submit a proposal for this procurement process. This documentation will be utilized for the distribution of information during the initial phase (prior to proposal submission) of the Request for Proposal process.
- **April 18, 2000 (Tuesday)** - Release of Addenda to Request for Proposal document resulting from suggestions, if any, made during the pre-proposal conference.
- **May 5, 2000 (Friday)** - 2:00 p.m., local time, deadline for receipt of the proposer's credentials documentation, the proposer's proposal to conduct the services, and the proposer's price sheet, proposer's budget information, and proposer's security, as specified in Sections V.V., herein. All credentials/proposals/price sheet/proposer's budget information/proposer's security must be received at the address specified in Section V.N., herein. Credentials/proposals/price sheet/proposer's budget information/proposer's security received after this deadline shall be automatically rejected.
- **May 9, 2000 (Tuesday)** - Apparent eligibility of prospective proposers determined by the County and EMS Agency. Rejected proposers are notified in writing by the Procurement Coordinator.
- **May 17, 2000 (Wednesday)** - 2:00 p.m., local time, deadline for rejected proposers to appeal decision by submitting a written appeal to the County's Procurement Coordinator.
- **May 18, 2000 (Thursday)** - Determination made by the County and EMS Agency on proposal eligibility based upon appeals, if any.
- **May 19, 2000 (Friday)** - Meeting of the Ambulance Procurement Committee for distribution of responsive proposer's credentials/proposals (without price sheets and proposer's budget information) to the Committee. Additional meetings will be

scheduled by the Procurement Coordinator as necessary for the Committee to complete its activities.

- **May 31, 2000 (Wednesday)** - Proposer's presentations to the Ambulance Procurement Committee, if requested by the Ambulance Procurement Committee.
- **June 6, 2000 (Tuesday)** - Recommended proposer finalists determined by the Ambulance Procurement Committee and a written notification shall be provided to the EMS Agency. Written evaluation of each prospective proposers' proposals is supplied only to EMS Agency at this stage of the proposal process, and shall be made public only after the notification of the Board of Supervisors.
- **June 8, 2000 (Thursday)** - The Ambulance Procurement Committee will meet to allow the opening of the sealed price sheets and proposer's budget information by the Procurement Coordinator. The Ambulance Procurement Committee will deliberate its recommendation.
- **July 25, 2000 (Tuesday)** - Board of Supervisor's action to authorize Agreement.
- **November 1, 2000 (Wednesday)** - Implement Agreement and services at 12:01 a.m., local time.

C. Ambulance Procurement Committee

This procurement process is being conducted under the supervision of the County and the EMS Agency with the assistance of the Ambulance Procurement Committee (the "Committee"), which shall be utilized to evaluate proposers' credentials, proposals, price sheets, and proposer's budget information. The Ambulance Procurement Committee is an advisory committee to the EMS Agency. Except as noted below, meetings of the Committee shall be closed to the public and to proposers in order to foster robust and candid deliberations and discussions among Committee members concerning the relative strengths and weaknesses of the proposers, and their submitted credentials, proposals, price sheets, and proposer's budget information. A proposer may attend the Committee's meetings only where the Committee has asked for that proposer's presentations (if any); all other proposers and members of the public will be excluded from such meetings. The Procurement Coordinator, as Chairman of the Committee, may open meetings, or portions of the meetings, to the public as the Committee deems necessary. The EMS Agency and County General Services Division, Purchasing Office shall provide staff to support the Committees' activities. Proposer rating sheets and other materials developed by the Committee shall remain the property of the County. During this procurement process, Committee members shall not disclose to proposers or the public the substance of their individual evaluations of proposer finalists', credentials, proposals, price sheets, or proposer's budget information.

The following persons have been proposed by the EMS Agency to serve on the Ambulance Procurement Committee. The EMS Agency reserves the right to modify the composition of the Ambulance Procurement Committee as necessary.

- The Procurement Coordinator;
- EMS Medical Director;
- Base Hospital Medical Director;
- County Administrator or designee;
- KCAC - Chairperson;
- KCAC - City Representative;
- KCAC - City Representative;
- Fire Department/First Responder;

**Prospective proposers shall refrain from discussions regarding this procurement process with members of the Ambulance Procurement Committee, except when appearing before the Committee (at the Committee's request) for a proposer's presentation. Any contact regarding this procurement process (either direct or indirect) with Ambulance Procurement Committee members may result in disqualification of a prospective proposer.**

D. Regarding Pre-Qualification of Proposer Finalists

This procurement process involves the provision of an emergency service upon which the residents and visitors to the County rely. A number of different organizations may feel that they are capable of providing the services which are the subject of this procurement process. This procurement process has been designed to identify qualified organizations which have significant experience in providing these services and the ability to plan for the significant changes which are anticipated within the local EMS System. Therefore, this procurement process will include a screening process which will narrow the group of proposers to a group of proposer finalists. This group of proposer finalists will have been determined by the Ambulance Procurement Committee as the proposers that have demonstrated, through their submitted credentials/proposals, that are best suited to provide the services which are the subject of this procurement process. Proposers are required to submit credentials for review and evaluation through this procurement process that attest to their experience and ability to provide the services described herein. Initial evaluations shall be based upon the assumption that all representations and assurances made are true. This information is subject to investigation, by the County and EMS Agency, including, but not limited to, site visits at any time during the procurement process.

E. Ranking of Credentials, Proposals, and Prices

This procurement process will utilize several proposal variables in evaluating the proposer's credentials and proposal to narrow the group of proposers to the selected

proposer finalists. Through the evaluation of these variables, the County and EMS Agency propose to identify a group of finalists consisting of qualified organizations offering effective services which meet or exceed the County and EMS Agency's minimum requirements as specified herein, and which have demonstrated the capability to adjust services as is expected in the course of the Agreement. The specific variables to be utilized for the evaluation of proposer's credentials and proposals to select proposer finalists are as follows:

- Proposer's credentials (pass/fail)
- Responsive proposal for services (pass/fail)
- Evaluation of proposer's credentials (200 points maximum)
- Evaluation of proposer's proposal for services, including it personnel plan (300 points maximum)

No specific minimum point total will be utilized to select finalists. The Ambulance Procurement Committee will identify a recommended group of proposer finalists to the procurement process. This phase of the procurement process will be to identify the proposers who are best suited to provide the services which are the subject of this procurement process. Points accumulated under this phase of the procurement process carry forward to the final selection phase (price).

The Ambulance Procurement Committee's recommendation will be developed based upon the Committee's evaluation of the relative quality of the proposer's submitted and responsive credentials/proposals. Each of the proposer's credential/proposals shall be evaluated by the Committee according to criteria described in Sections V.F.2. and V.F.3., herein. A ranking score will be assigned to each of the proposer's credentials/proposals based upon the cumulative scores assigned by each Committee member to that proposer. In addition to the evaluation of these submitted and responsive credentials/proposals, the Ambulance Procurement Committee may take into consideration, as a part of its evaluation and ranking of credentials/proposals, the results of an investigation (if any) by the County and EMS Agency regarding the proposer's credential representations and assurances; proposer's presentations, if requested by the Committee; and reports from any other party which may be requested by the Committee (e.g., an evaluation of the proposers' submitted vehicle maintenance program by the County's Fleet Services Division or the California Highway Patrol, or an evaluation of the proposers' proposed retirement program by County Human Resources Division).

Based upon the ranking score for each proposer's credential/proposal, the Ambulance Procurement Committee will evaluate the highest ranked proposal to determine, in the Committee's opinion, whether that proposer can reasonably be expected to provide effective services which meet or exceed the County and EMS Agency's minimum requirements as specified herein, and whether the proposer has the ability to adjust services as expected in the course of the Agreement. If the highest ranked proposer

does not meet this qualification, the Committee should recommend to the EMS Agency that it reject all proposals. If the highest ranked proposer is judged by the Ambulance Procurement Committee to meet such minimum qualifications, the Ambulance Procurement Committee will then evaluate each of the other ranked credential/proposals to determine which other proposers can reasonably be expected to meet such minimum qualifications.

The Ambulance Procurement Committee and the EMS Agency will determine the proposers, if any, which shall be designated as proposer finalists. Only such proposer finalists, if any, shall continue in the procurement process to the final phase.

Proposer's price sheets and proposer's budget information will be opened for only those proposers which have been selected as proposer finalists. The apparent best suited provider will be selected based upon the proposer's credentials and proposal evaluation and point value and the proposed ALS Base Rates on the price sheets and the proposer's budget information submitted by the proposer finalists.

The Ambulance Procurement Committee shall evaluate the proposed ALS Base Rates submitted by proposer finalists. The Ambulance Procurement Committee shall recommend an apparent best suited provider to the EMS Agency or recommend that the EMS Agency reject all proposals. Based upon the recommendation of the Ambulance Procurement Committee, the EMS Agency shall recommend an apparent best suited provider to the Board of Supervisors or recommend that the Board of Supervisors reject all proposals. The recommendations of the Ambulance Procurement Committee and the EMS Agency shall be forwarded to the Board of Supervisors.

The Board of Supervisors shall evaluate the proposed ALS Base Rates submitted by proposer finalists. Such evaluation shall take into account any Comparison Allowances and the recommendations of the Ambulance Procurement Committee and the EMS Agency. Based upon such evaluations, the Board of Supervisors shall either designate an apparent best suited provider for the purposes of entering into negotiations for the Agreement, or reject all proposals.

Proposers are cautioned that proposed user fees that appear to the County and EMS Agency to be unrealistically low and which do not appear to fully fund the level of services being proposed by the proposer may be cause for such proposer to be disqualified by the Board of Supervisors. Therefore, the County, EMS Agency, and Ambulance Procurement Committee shall evaluate the proposer's budget information submitted by proposer finalists as part of the evaluation process of proposer finalist's ALS Base Rates. Based upon such evaluation, the Ambulance Procurement Committee and the EMS Agency may recommend to the Board of Supervisors that a proposer be disqualified on such grounds and the Board of Supervisors may disqualify such proposer.

F. Credential/Proposal Evaluation Process

Evaluation factors will be weighted through the establishment of maximum point values. Maximum point values have been established for each specific credential proposal category which is under review. The proposer's points rating will form the basis for the recommendation of proposal finalists made by the Ambulance Procurement Committee to the EMS Agency.

1. Evaluation of Response to RFP

Credentials/Proposals, except for the proposer's price sheet and proposer's budget information, will be opened by the Procurement Coordinator and submitted to the EMS Agency and County Purchasing Department staff for review. Sections of the proposal, except the proposer's price sheet and proposer's budget information, will be distributed to applicable County Departments for review (e.g., performance bond information to County Counsel, insurance information to Risk Management).

Credential/proposals will be evaluated on a pass/fail basis (minimum credential or proposal standards) by EMS Agency and County staff for responsiveness to the RFP. Proposals judged to be responsive in this preliminary review will be forwarded to the Ambulance Procurement Committee. Proposals determined to be non-responsive will be rejected and not submitted to the Ambulance Procurement Committee for review.

Proposers, whose credentials, proposal, price sheet, or proposer's budget information are non-responsive, shall be notified of that finding by fax and by registered mail, with a written explanation of the apparent deficiencies. Proposers notified that their proposal is non-responsive may appeal such a ruling to the Procurement Coordinator. Appeals will only be allowed for situations where there has been a possible misinterpretation of the responsiveness of the proposer's credentials/proposal/price sheet/proposer's budget information during the County and EMS Agency's review. Incomplete or non-responsive information submitted in the proposer's credentials/proposal/price sheet/proposer's budget information will not form the basis of an appeal and the proposer will not be allowed to submit additional information to correct noted deficiencies. However, the County and EMS Agency may waive minor defects in the credential/proposal, price sheet, and/or proposer's budget information.

Such an appeal shall be made in writing to the County Procurement Coordinator by the deadline specified by the Procurement Coordinator. The request for appeal shall include the proposer's specific objection to the proposal being classified as non-responsive and the specific Section of the proposer's proposal which includes the required documentation which is at issue. The proposer may not submit additional information which was not included in the proposer's credentials/proposal/price sheet/proposer's budget information .

A ruling will be made by the County and EMS Agency prior to the first scheduled

meeting of the Ambulance Procurement Committee to receive proposal documents. If such a ruling can not practically be made by the County and EMS Agency prior to such Ambulance Procurement Committee meeting, based upon the complexity of the problem presented, the proposer's credentials/proposals which are the subject of an appeal may be submitted, at the County and EMS Agency's sole option and based upon the problem presented, to the Ambulance Procurement Committee pending a ruling by the County and EMS Agency. Rejection of an appeal by the proposer will result in the Ambulance Procurement Committee discontinuing its review and evaluation of the proposer's credentials/proposal.

2. Credential Review Process

The credential rating method to be employed in this procurement process shall judge and compare each prospective proposer on the various criteria specified in Table V.1., herein. These criteria are more specifically described in Section V.V.2.c., herein. Where credential documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the prospective proposer is deficient. Thus, it is in the prospective proposers' own interest to submit complete and accurate information relative to each of the credential requirements.

Credentials meeting minimum criteria in all areas shall be ranked using the method specified herein. That is, each member of the Ambulance Procurement Committee shall individually determine the best credential submission in each specific category and shall award to that proposer the maximum points shown for that category. Each other proposer's submission in that same category shall then be compared with the highest-rated proposer's credentials and awarded a lesser point total for that category consistent with the reviewer's opinion regarding the relative strengths of the competing submission. If the Committee member concludes that the credential submission from two or more proposers are of comparable quality, the Committee member may award each of such proposer the same number of points. The sum of each individual reviewer's scores shall determine each proposer's ranking.

Credential Categories and Maximum Point Values	
Prior Experience (200 points Maximum)	
Prior experience providing primary advanced life support (paramedic) level ambulance services with response time performance standards	60 points maximum
Prior experience providing priority medical dispatch and telephone triage	60 points maximum

Existing quality improvement program	50 points maximum
Existing EMS training and education programs	30 points maximum

Table V.1

Prospective proposers are advised that the County and EMS Agency reserve the right to continue its investigation of credential claims after contract award and throughout the term of the Agreement, and that the furnishing of false or misleadingly incomplete information during or after the proposal process may constitute a Material Breach of the Agreement by the Contractor even if discovered after award of the Agreement.

3. Proposal Review Process

The proposal review process is designed to evaluate the proposer’s compliance with the minimum standards specified herein, and to additionally evaluate the relative merits of each element of any proposal which exceeds the minimum operational requirements.

Proposals meeting minimum criteria in all areas shall be ranked using the method described herein. That is, each member of the Ambulance Procurement Committee shall individually determine the best proposal submission in each specific category specified in Table V.2., herein and shall award to that proposer the maximum points shown for that category. These criteria are more specifically described in Section V.V.2.d., herein. Each other proposers’ submission in that same category shall then be compared with the highest-rated proposer’s proposal and awarded a lesser point total for that category consistent with the reviewer’s opinion regarding the relative strengths of the competing submission. If the Committee member concludes that the credential submission from two or more proposers are of comparable quality, the Committee member may award each of such proposer the same number of points. The sum of each individual reviewer’s scores shall determine each proposer’s ranking.

Proposal Categories and Maximum Point Values	
Operational Issues (150 points maximum)	
System status management plan with proposed weekly unit hours, proposed unit hour utilization, post levels for back-up coverage of community-based units, and type of staffing (single-tier/multi-tier).	40 points maximum
Dispatch staffing plan	20 points maximum
Proposed vehicles and vehicle maintenance program	30 points maximum

Special services: field supervisor, disaster vehicle and disaster recall plan.	20 points maximum
Proposed Quality Improvement Plan	10 points maximum
Proposed education and public information programs	10 points maximum
Integration of Services into Local System	10 points maximum
Proposed Safety Plan	10 points maximum

Personnel Issues (150 points maximum)	
Personnel Plan - Salaries, benefits, and retirement program	50 points maximum
Plan for recruitment and hiring of incumbent workers	80 points maximum
Scheduling of personnel	20 points maximum

Table V.2

G. Price Sheet and Proposer's Budget Evaluation Process

Proposer's price sheets and proposer's budget information shall be separately sealed and submitted to the Procurement Coordinator at the same time as the proposer's credential/proposal. Proposer's price sheets and proposer's budget information shall remain sealed until the Ambulance Procurement Committee takes action to select the proposer finalists.

Following action by the Ambulance Procurement Committee to select the proposer finalists, if any, the Procurement Coordinator shall schedule a meeting of the Ambulance Procurement Committee to review and evaluate the proposer's price sheets and proposer's budget information of the proposer's selected as finalists. The Procurement Coordinator shall open the sealed price sheets and proposer's budget information, submitted by proposer finalists, at this meeting. Following the announcement of ALS Base Rates, proposers and members of the public will be excused from the meeting to allow the committee to deliberate its recommendation. The Ambulance Procurement Committee shall evaluate the ALS Base Rates submitted by proposer finalists, including the budget information. Such evaluation shall take into account any Comparison Allowances. The Ambulance Procurement Committee shall recommend an apparent best suited provider proposer to the EMS Agency or recommend that the EMS Agency

reject all proposals. Based upon the recommendation of the Ambulance Procurement Committee, the EMS Agency shall recommend an apparent best suited provider to the Board of Supervisors or recommend that the Board of Supervisors reject all proposals. The recommendations of the Ambulance Procurement Committee and the EMS Agency shall be forwarded to the Board of Supervisors.

The Board of Supervisors shall either designate an apparent best suited provider for the purposes of entering into negotiations for the Agreement, or reject all proposals.

Proposers are advised that the Board of Supervisors' designation of an apparent best suited provider to negotiate the Agreement (or rejection of the apparent best suited provider and designation of any other proposer to negotiate the Agreement) shall not be a commitment or agreement by the County or the EMS Agency to award the Agreement to the apparent best suited provider (or any other proposer designated to negotiate the Agreement). The Board of Supervisors reserves the right, at any time, to remove the designation to the negotiate the Agreement.

Proposers are cautioned that proposed user fees that appear to the County and EMS Agency to be unrealistically low and which do not appear to fully fund the level of services being proposed by the proposer may be cause for such proposer to be disqualified by the Board of Supervisors. Therefore, the County, EMS Agency, and Ambulance Procurement Committee shall evaluate the proposer's budget information submitted by proposer finalists as part of the evaluation process of proposer finalist's ALS Base Rates. Based upon such evaluation, the Ambulance Procurement Committee and the EMS Agency may recommend to the Board of Supervisors that a proposer be disqualified on such grounds and the Board of Supervisors may disqualify such proposer.

Proposers are additionally cautioned that the submission of a non-responsive proposer's price sheet and/or proposer's budget information may be grounds for the County and EMS Agency to disqualify the proposer, regardless of whether the proposer's credentials/proposal are responsive to this procurement process or such proposer is designated as a proposer finalist. As with the proposer's credentials/proposal, the proposer shall ensure that the proposer's price sheet and proposer's budget information are complete and accurate.

#### H. Letter of Intent

Proposers must submit a non-binding letter of intent to participate in this procurement process to the Procurement Coordinator by the deadline specified in the Schedule of Events (Section V.B., herein) utilizing the form included in Attachment E, hereof. The letter of intent is mandatory for any proposer desiring to submit a proposal for this procurement process. Such letter of intent will provide information from the proposer regarding the proposer's official contact person and address.

#### I. Cost of Participation

All costs of participation in this procurement process shall be borne by the prospective proposer.

J. Accuracy of Information Submitted by the Proposer

Each proposer shall represent, promise, covenant and warrant, under penalty of perjury of the law, to the County and the EMS Agency that the proposer's proposal, including, but not limited to any and all of that proposer's credentials/proposals, price sheets and budget information submitted in this procurement process are true and correct in all material respects and that such credentials/proposals, price sheets and budget information do not contain any untrue statement of a material fact or omit to state a material fact necessary to make a statement therein not misleading in the light of the circumstances under which it was made. The foregoing shall be documented by proposers through the submission of the executed and notarized "Certificate of Accuracy of Information Submitted to County and EMS Agency" (Attachment F, hereof) as a part of the proposer's credential/proposal.

Prospective proposers shall submit executed and notarized "Investigative Authorization" forms for the proposer(s) whose credentials are submitted for review, and for owners, officers, and any personnel. However, if the proposer is a publicly held corporation, only the company release form and personnel release forms of managers and key personnel who would be involved in fulfillment of the Agreement or in the preparation of the proposal need be submitted. A blank copy of each required release form, which may be duplicated, is provided herein as Attachments G and H, hereof.

K. Regarding Exceptions

Proposers taking exception to this proposal specification may be disqualified by the County and EMS Agency. The purpose of the draft review process and pre-proposal conference is to receive suggestions from proposers for altering proposal specifications before the submission of proposals. If a proposer has suggestions for modifying the County and EMS Agency's proposal specifications, the proposer should submit its request in writing at or before the pre-proposal conference to obtain a ruling on the matter before submitting its proposal. The date and time of the pre-proposal conference are described in Section V.B., herein.

L. Regarding Insurance and Performance Security Requirements

Proposals must present evidence, to the satisfaction of the County and the EMS Agency, of the ability to fully comply with the insurance and performance security requirements as specified in Section III., herein. Proposals from proposers apparently unable to meet the such requirements, in the opinion of the County and EMS Agency, may be rejected without further review.

M. Regarding Oral Presentations

An oral presentation may be requested of the proposers, at the discretion of the Ambulance Procurement Committee, the County, or the EMS Agency.

N. Sealed Credentials, Proposals, Price Sheet, and Proposer's Budget Information

One (1) original and twenty (20) copies of the proposer's credential and proposer's proposal shall be submitted by each proposer. The proposer shall additionally submit one (1) original and one (1) copy of the proposer's price sheet and one (1) original and one (1) copy of the proposer's budget information. Such documentation of pricing information and proposer's budget information shall be separately sealed and identified (Sections V.V.3. and V.V.4., herein). In addition to the aforementioned documents, the proposer shall submit its proposer's security as specified in Section V.O., herein. All such documents will become the sole property of the County of Kings and will not be returned to proposers. All such documents shall be submitted to the Kings County Purchasing Office according to the deadlines and terms specified herein.

O. Proposer's Security

Each proposer shall supply a proposer's security in the amount of thirty thousand dollars (\$30,000) with its credentials/proposal. Such proposer's security shall be in the form of cash, cashier's check, a performance bond issued by a bonding company meeting the requirements of Section III.C., herein, and acceptable in form and content to the County and the EMS Agency, or an irrevocable standby letter of credit in the form of Attachment I, herein, issued by a bank or other financial institution acceptable to the County and the EMS Agency and doing business in California. The proposer's security of the apparent best suited provider (or such other proposers whom the Board of Supervisors designates to enter into negotiations for the Agreement) shall be retained until the Agreement has been fully executed, including providing the required proof of insurance and performance security as required in Section III., herein; or when the County determines that all proposals have been rejected. All proposers' securities from proposers other than the best suited provider through this procurement process will be returned promptly when the Agreement is executed, or when all proposals have been rejected.

P. Withdrawal of Proposals

Once submitted, no proposal may be withdrawn for a period of one hundred and eighty (180) calendar days after the deadline for the receipt of proposals.

Q. Right to Reject All Proposals

This procurement process authorizes the Board of Supervisors to reserve the right to reject any and/or all proposals received and not award the Agreement if such action is deemed by the Board of Supervisors to be in the best interest of the County.

R. Protest

All protests must be made in writing, signed by the same individual who signed the

proposer's "Affirmation Statement", and addressed to Dan Willhite, Procurement Coordinator (or such other person designated by the County Purchasing Manager) - Address: Kings County General Services Division, Purchasing Office, 1400 West Lacey Boulevard, Hanford, California, 93230.

Protests shall state the specific reason(s) for protest; citing the law, rule, regulation, or procedures on which the protest is based. If a protest is based on what appears to be an erroneous assessment of the ability of a competitor to meet the proposal specification/requirements, the protester must provide specific facts and evidences to support the claim. Incomplete or non-responsive information submitted in the protesting proposer's credentials/proposal will not be grounds for consideration of a protest, and the protesting proposer will not be allowed to submit additional information to correct noted deficiencies. Protests shall be submitted by certified or registered United States mail unless delivered in person, in which case the protester should request a receipt acknowledging such delivery.

All protests concerning the evaluation, recommendation, or other aspects of the selection process, must be received by the County as promptly as possible, but not later than 2:00 p.m., local time, May 17, 2000 (Wednesday).

As a separate agreement between the County, as the awarding agency, and each of the proposers, which agreement is made up of the offer by each proposer to submit its proposal in consideration of the County's promise to review and consider each such proposal, the protester agrees to bear the County's cost of any protest lodged with the County and the EMS Agency. Any protestor shall be required to post with the County sufficient security to secure the payment of the County's costs before the County will consider any such protest or will embark upon evaluation thereof. The security required to be posted by the protestor shall be a cashier's check approved by the County in the amount of ten thousand dollars (\$10,000). These funds will be used by the County to recover the cost for staff time expended and resources used to review, evaluate and reply to the protest. The County will keep an itemized list of the costs incurred in reviewing, evaluating and responding to the protest and will return the unused portion of the funds to the protestor whether the protest is successful or unsuccessful.

Within a reasonable time following the County's receipt of the protestor's security and the written protest, the County will provide a written reply to the protestor.

S. Contract Negotiations

Contract negotiations between a proposer to enter into negotiations, the County, and the EMS Agency will be based upon the standards of this RFP and the proposer's proposal. It is the County and EMS Agency's intent to utilize a standard Agreement which incorporates the minimum performance and contractual standards noted in the RFP. Additionally, it is the County's intent to incorporate provisions of the RFP and the proposers proposal, by reference, into the Agreement. Proposers are specifically cautioned to only offer those services in its proposal that the proposer specifically proposes to provide through the Agreement. Proposers should not participate in this

process under the false assumption that minimum performance standards will be reduced, or contractual terms and conditions will be materially altered during contract negotiations.

Following selection of a proposer for such negotiations and direction to County and EMS Agency staff to enter into negotiations, such proposer shall have thirty (30) calendar days to complete negotiations and execute the Agreement. If such Agreement is not executed by such proposer within such time period, then County and EMS Agency staff will suspend negotiations and will return to the Board of Supervisors for direction to begin negotiations with the next ranked proposer. If the County and EMS Agency staff enter into negotiations with the next ranked proposer, then the previously designated proposer shall forfeit the entire proposer's security, and the County shall execute on such proposer's security. By participating in this procurement process, the proposers agree that if the County executes on a forfeited proposer's security, the County is not required to prove actual costs, expenses, damages, or liability to the County due to a proposer's failure to enter into the Agreement. The provisions of this Section V.S. shall apply to any proposer with whom the County conducts negotiations for the execution of the Agreement.

T. Official Contacts Only

Proposers are advised that all correspondence regarding this procurement process shall be made in writing to the Procurement Coordinator. Answers to questions raised by any proposer shall be sent in written form to every proposer. Any notice provided by the Procurement Coordinator to prospective proposers may be made by U.S. mail, overnight courier, or by facsimile transmission.

During this procurement process, proposers shall not contact any member of the Ambulance Procurement Committee, any member of the Board of Supervisors, any Kings County employee or any employee of the EMS Agency regarding this procurement process, except by way of the official communications channels provided for herein, and any such unauthorized communications may be grounds for disqualifying that proposer from this procurement process. The Procurement Coordinator will notify proposers of the specific time periods during this procurement process when the proposers may have direct contact with members of the Board of Supervisors. Any information obtained by proposers from any source other than written communication from the Procurement Coordinator shall be considered unofficial and may not be relied upon.

U. Public Access to Submitted Materials

In order to preserve the integrity and fairness of this procurement process, the EMS Agency and the County desire that no proposers gain an unfair advantage over other proposers by obtaining access to their competitors' credentials/proposals, price sheets, or budget information submitted in this procurement process (a "Proposer's Records, or collectively the "Proposers' Records") before such records are reviewed and evaluated and made available by the EMS Agency to the Board of Supervisors with the recommendation of the EMS Agency. Therefore, with regard to requests by members of

the public, including proposers, for a access to Proposers' Records in the possession of the EMS Agency while the EMS Agency and the Ambulance Procurement Committee are reviewing and evaluating Proposer's Records, the County and the EMS Agency will not allow any member of the public, including proposers, access to Proposers' Records until after those records are either released by the EMS Agency to the Board of Supervisors or made available to the public by the EMS Agency (Public Records Act; California Government Code, § 6255).

V. Proposal Format and Description of Contents

To facilitate the work of the Ambulance Procurement Committee and to provide reasonable assurance of fair competition, all proposals shall utilize the following format. Proposals utilizing an unapproved format may be disqualified by the County and EMS Agency. Each proposal shall employ the "Required Table of Contents", and the numbering conventions as specified in the following Section.

All proposals shall be typewritten, using a font of Times Roman, Arial, or Courier - 12 point, or equivalent and shall be either single spaced or one-and-one-half spaced. Proposals shall be on white, or off-white paper. All proposals shall be bound. The use of three ring binders is acceptable.

One (1) original and **twenty (20)** copies of the proposer's credential documentation and proposer's proposal shall be submitted by each proposer.

1. Required Table of Contents

Each proposal shall be structured to incorporate a table of contents. The table of contents shall outline the proposal content, consistent with the requirements of this Section.

2. Required Content of Credential/Proposal

Required content/information will be provided according to the requirement of this Section. Any information which does not fit logically into one of these labeled Sections shall be appended to the proposal. All proposals shall include page numbers and have major Sections tabbed. Proposers shall limit the length of proposal Sections and subSections to the lengths noted below. Any proposal which exceeds the maximum length may be subject to removal of the excess page(s) from the credentials/proposal prior to distribution and evaluation by the Procurement Coordinator, or his designee, upon the recommendation of the EMS Agency.

The required proposal content is as follows:

a. Required Documents

1. Proposal Identification Page (refer to Attachment J, hereof).

2. Affirmation of General/Operation Contract Provisions (refer to Attachment K, hereof).

The operational requirements of this procurement process require a commitment from the proposer to comply with such operational requirements. This will be documented in the proposer's proposal through the inclusion of the "Affirmation of General/Operational Contract Provisions" form for Agreement provisions (Attachment K, hereof).

3. Certificate of Accuracy of Statements Made in Proposers' Credentials/Proposals, Price Sheets, or Budget Information Submitted to County and EMS Agency (refer to Attachment F, hereof).
4. Investigative Authorization - Company (refer to Attachment G, hereof).
5. Investigative Authorization - Individual (refer to Attachment H, hereof).
  1. Owner/President
  2. General Manager (or equivalent position)
  3. Operations Manager (or equivalent position)
  4. Dispatch Manager (or equivalent position)
  5. Quality Improvement Coordinator

b. Executive Summary

This Section of the proposal should declaratively identify the proposer and provide a summary of the proposer's capabilities and proposal to provide ALS emergency ambulance services and dispatch services. This Section shall not exceed three (3) pages.

c. Credentials, Qualifications, and Prior Experience for Evaluation

The purpose of the credential Section is to provide an opportunity for the proposer to submit information on its organization, management, and operational experience. Prospective proposers shall furnish complete information, with supporting documentation to demonstrate existing capability to furnish service that is substantially similar in quality and quantity to that required under this procurement process. Specifically,

credential submissions shall address the prospective proposer's existing practices and experience relative to each of the aspects of service listed herein. In addition to proposer's documentation, the proposer may include, for each of the five (5) credential Sections, no more than five (5) testimonial letters of endorsement specifically related to the proposer's performance described in that Section. All such endorsements must:

- Be signed and dated by the author;
- Fully disclose any direct or indirect business or financial relationship between the author and the proposer;
- Describe the extent to which the author is familiar with the proposer and its work; and,
- Include the author's certification that he or she has read the specific Section of proposer's credential submission to which the endorsement is related.

In order to be able to submit a proposal for consideration, the proposer must comply with the requirements outlined below:

1. Prior Experience as the Principal Provider of Advanced Life Support (Paramedic) Emergency Ambulance Services
  - a. Minimum Requirement: The proposer shall describe its history and experience in providing emergency ambulance services under external response performance criteria and in a high performance EMS System.

Specifically, the proposer shall only include experience information for services by the proposer in a system where the proposer's services meet all of the following criteria:

- The proposer is the principal provider of emergency ambulance services to emergency calls for assistance, such as from 9-1-1, for a local EMS System with governmental oversight.
- The proposer provides advanced life support (paramedic) services within such system.
- The proposer staffs a minimum of 1200 unit hours a week for such primary emergency services (on average over the last two (2) years).

- The proposer is subject to response time standards (fractile 8:00 minute or 10:00 minute standard) established through the applicable local government and which are externally reviewed for compliance.
- The proposer shall have performed under such system for a minimum of twenty-four (24) consecutive months and can document its response time compliance.

The proposer shall document each local EMS system where it is the principal provider of advanced life support (paramedic) emergency ambulance services under such performance parameters. Services provided to a series of small systems (which separately do not meet the aforementioned minimum criteria) in the same area can only be used for such documentation if the performance requirements for all of these areas combined are the same and where the Contractor manages such services as a single operation.

The proposer shall document the following information for each applicable local EMS system:

- i) The location of the local EMS system, population, and the proposer's annual emergency call volume (responses and transports) within that system.
- ii) Documentation of the proposer's status as the principal provider of emergency ambulance services to emergency calls for assistance, such as from 9-1-1.
- iii) Documentation that the proposer provides advanced life support (paramedic) services.
- iv) Documentation of the proposer's average weekly unit hours produced for emergency services within such system over the past two (2) years (2008 and 2009).
- v) The proposer shall document the specific response time standard (fractile 8 minute or 10 minute standard), the mechanism used for establishing such standard (e.g., local policy manual, ordinance code, contract), the agency of

government establishing the standard, and an overview of the procedures for external review for compliance.

- vi) The proposer shall document its monthly performance under such system for a minimum of twenty-four (24) consecutive months.
- vii) The proposer shall provide the contact name and telephone number for the organization responsible for external oversight.

b. Documentation of each system is limited to three (3) pages.

2. Prior Experience Providing Primary Medical Dispatch and Telephone Triage

- a. Minimum Requirement: The proposer shall document its experience in the operation of a dispatch/communications facility providing emergency ambulance dispatch and communications services. Such description shall include, as applicable, experience with primary and secondary Public Safety Answering Point (PSAP) operation, computer assisted dispatch (CAD), and coordination with public safety and first responder agencies. The proposer shall only document such experience where the proposer provides primary medical dispatch and telephone triage with medically trained EMS Dispatchers. Primary medical dispatch is when the medical dispatcher directly communicates with the caller and categorizes the severity of the caller's problem utilizing call prioritization protocols.

The proposer shall document the following information for each applicable dispatch center:

- i) The location of the system, population, and the proposer's annual emergency call volume (emergency dispatches) by the dispatch center.
- ii) Documentation of the proposer's provision of primary medical dispatch services. The proposer shall document the provision of call prioritization and telephone medical pre-arrival instructions.
- iii) Documentation of the level of training of the proposer's dispatch personnel.

- iv) Documentation of the proposer's average daily hours of medical dispatcher staffing.
- v) An overview of the procedures for the quality review dispatch performance.
- vi) Description of the dispatch center's linkage with first responder dispatch centers.
- vii) The proposer shall provide the contact name and telephone number for the organization responsible for EMS System oversight in the area that such dispatch center is located.

b. Documentation of each site where the proposer provides primary medical dispatch is limited to two (2) pages.

3. Existing Quality Improvement Program

- a. Minimum Requirement: The proposer must describe, in detail, its current in-house quality improvement (QI) program for emergency medical services operations. Current internal and external quality assurance monitoring and quality improvement procedures should be described, with linkages between the evaluation process and the in-service training program defined. The proposer is encouraged, without breaching confidentiality, to provide general examples of problems found and corrected. That is, such description shall describe and document the process whereby clinical problems are identified and routinely corrected. Such description shall additionally provide information regarding proposer's management of patient's rights, QI in-service training program, review of incident reports, interaction with government and EMS Agency officials, QI committee, observation and evaluation of personnel.

The proposer shall document the following information for its in-house quality improvement program:

- i) The proposer shall describe current internal and external quality assurance monitoring and quality improvement procedures, including linkages with the local system medical director, if applicable.
- ii) The proposer shall define linkages between the

evaluation process and the in-service training program. The proposer is encouraged, without breaching confidentiality, to provide general examples of problems found and corrected.

- iii) The proposer shall briefly summarize the process whereby clinical, dispatch, and operational problems are identified and routinely corrected.
  - iv) The proposer shall summarize mechanisms for guarding patient's rights and confidentiality of medical records.
  - v) The proposer shall describe any applicable QI committees.
  - vi) The proposer shall describe mechanisms for the evaluation of personnel's performance.
  - vii) The proposer shall provide the contact name and telephone number for the organization responsible for EMS System oversight in the area that the proposer has implemented such quality improvement program.
- b. Documentation of the quality improvement program is limited to six (6) pages.

#### 4. Existing EMS Training and Education Programs

- a. Minimum Requirement: Provide a description of the proposer's current in-house or subcontracted in-service training and education programs. Under this procurement process, the County and EMS Agency will rely upon the Contractor for on-going clinical leadership and participation in the EMS system's integrated in-service program. The proposer may only document those in-service training programs furnished by the proposer, or furnished by another organization which is the proposer's sub-contractor and over whose program the proposer exercises significant control.

The proposer shall document the following information for its EMS training and education program:

- i) An overview of the proposer's internal training and education program for in-service and

remedial education of its personnel, including training on local system standards and procedures.

- ii) An overview of the proposer's training and education program or assistance with other programs for the primary training of EMS personnel, including, but not limited to, first responders, EMT-I, paramedics, Mobile Intensive Care Nurses (MICNs), and EMS Dispatchers.
- iii) An overview of the proposer's training and education program or assistance with other programs for the continuing education for EMS personnel, including, but not limited to, first responders, EMT-I, paramedics, Mobile Intensive Care Nurses (MICNs), and EMS Dispatchers.
- iv) An overview of the proposer's training and education program where such programs are integrated with first responder agencies.
- v) An overview of the proposer's community training and education program for public CPR and first-aid training.
- vi) The proposer shall provide the contact name and telephone number for the organization responsible for EMS System oversight in the area that the proposer has implemented such training and education programs.

b. Documentation of existing training and education programs is limited to five (5) pages.

d. Proposal Provisions for Evaluation

1. Operational Issues:

a. System Status Management Plan

The proposer shall provide its system status management plan for its first three (3) months of operation under the Agreement. This initial system status management plan shall specify the following information:

- i) The proposer shall describe its staffing types (all ALS

units or mixed ALS and BLS units) under its initial system status management plan.

- ii) The proposer shall provide a map with the general location of ambulance posts under the proposer's system status management plan, including the required community-based units. Documentation of post locations shall describe if the proposed post location will be an indoor or outdoor post (e.g., a building vs. a street corner). It is recognized that such locations will be general in nature, until the contract award so that the successful proposer may negotiate lease arrangements for such posts.
- iii) The proposer shall provide the post priorities (the priority of moving units to cover a particular post or station - for example, if only one ambulance is available in the EOA, specify where would it be located) for its metro-area system status management plan.
- iv) The proposer shall provide a weekly system status management plan which specifies the number of unit deployed during each hour of the day for each day of the week.
- v) The proposer shall provide its estimated demand and unit hour utilization for both requests and transports.
- vi) If the proposer proposes to utilize BLS units for scheduled transports, such units will be separately identified in the proposer's system status management plan.
- vii) The proposer shall identify the priorities under its system staffing management plan for providing back-up coverage of the community-based units specified by this procurement process. Specifically, the proposer shall identify the level at which such community-based units will receive back-up coverage and the priority of such back-up (e.g., if all community-based units lack coverage, which units would be provided coverage initially).

Documentation of the proposer's system status management plan will be limited to not more than ten (10) pages.

b. Dispatch Staffing Plan

The proposer shall provide a plan for staffing the ambulance dispatch center including the number of dispatchers and dispatch supervisors on duty for each hour of the day. If the proposal varies staffing by day-of-the week, the proposer shall provide a schedule for each day of the week.

Documentation of such staffing information is limited to two (2) pages.

c. Proposed Vehicles and Vehicle Maintenance Program

The proposer shall describe its planned fleet size of vehicles and its fleet management procedures related to replacement of vehicles. The proposal shall additionally document the vehicle maintenance program which is designed and conducted to achieve the high standards of reliability. Specifically, the proposer shall provide:

i) Proposed Vehicles, Fleet Management, and Replacement Schedule

The proposer shall identify the type of vehicles proposed for utilization, including specifications developed specifically to improve reliability, and any fleet-wide modifications to be made to vehicles prior to placing them in service. The proposer may include, as an attachment to the proposal, information on the specific vehicle type, manufacturer, and vehicle floor plan.

The proposer shall identify the number of vehicles proposed for operations under the Agreement. If the proposer proposes to utilize a mix of ALS and BLS units and a separate vehicle fleet, this information will be clearly identified in this Section.

The proposer shall document its standards for vehicle replacement.

Documentation of the proposers' proposed vehicles, fleet management, and vehicle replacement standards shall be limited to not more than two (2) pages.

ii) Maintenance Personnel Qualifications

The proposer shall submit the qualifications of maintenance personnel to be utilized, including

maintenance program managers. Documentation of such qualifications shall be limited to not more than three (3) pages.

iii) Proposed Maintenance Practices

The proposer shall describe its proposed maintenance practices, including schedules for preventative maintenance, evaluation of equipment, and standards for the replacement of major systems, such as engines, transmissions, and the like. Documentation of such practices shall be limited to not more than five (5) pages.

iv) Proposed Maintenance Record Keeping

The proposer shall describe its proposed automated or manual maintenance program record keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses. Documentation of such record keeping system shall be limited to not more than five (5) pages.

v) Historical Performance

The proposer shall document if it is currently utilizing such a proposed vehicle maintenance program. If it is not, the proposer shall explain its reasons for proposing such a new program. In addition, proposers shall document current rates of vehicle failure enroute, at scene, or with patient on board (e.g., frequency of such failures per 100 emergency runs). Documentation of such historical performance is limited to not more than two (2) pages.

d. Special Services

The proposer shall document its proposed operations of the following special services required under the Agreement.

i) Field Supervisor

The proposer shall document its plan for providing the required field supervisor in Kings County. This shall include scheduling, proposed role and responsibility,

and vehicle/equipment. Documentation of such plan is limited to a maximum of two (2) pages.

ii) Proposed Disaster Vehicle

The proposer shall document its plan for providing the required disaster vehicle. This shall include the type of vehicle proposed and the proposer's mechanism for providing an individual to drive such vehicle. Documentation of such plan is limited to not more than two (2) pages.

iii) Proposed Internal Disaster Recall Procedures

The proposer shall document its proposed mechanism for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or a locally declared disaster situations. This plan shall include the ability of the proposer to page and alert off-duty personnel. Documentation of such procedures is limited to not more than three (3) pages.

e. Proposed Quality Improvement Program

The proposer shall describe, in detail, its proposed in-house quality improvement program. Such documentation shall, at a minimum, describe the elements set forth below:

i) A summary of the proposer's procedures to guard patient's rights and confidentiality of medical records.

ii) A description of the proposer's proposed internal Quality Improvement program. This program shall include, at a minimum, procedures to address the following elements:

a) Review of all incident reports and cooperation with government and EMS Agency officials to generate data on system performance;

b) A Quality Improvement peer review committee designed to review documentation and performance of pre-hospital care personnel with the goal being identification and resolution of EMS

system and intra-agency issues;

- c) The plan to meet regularly with the EMS Agency's EMS Coordinator for Quality of Care Issues and provide reports on issues/areas reviewed, problems identified, and corrective action taken or recommended;
  - d) Observation and evaluation of EMT's and paramedics in the field, including patient assessment, diagnosis, protocol selection and compliance, and procedural competency. Such evaluations must be consistent with EMS Agency Policies and Procedures; and
  - e) A system which ensures that personnel have been offered appropriate continuing education (CE) through either internal CE or that provided by the EMS system, and ensures that personnel have received, understand, and comply with EMS Agency Policies and Procedures, and EMS Agency memorandum.
- iii) A description of the proposed internal Quality Improvement program for its dispatch operations, which shall, at a minimum, include procedures to address the following elements:
- a) A mechanism for the identification and resolution of problems or potential problems related to dispatch and communications;
  - b) A dispatch QI committee that meets regularly to consider the following issues: receipt of call; compliance with prescribed call triage protocols; the effectiveness of dispatch procedures; unit coverage and unit utilization; system status management plan including posting locations; and field/dispatch rapport.
  - c) Schedule for meetings with the EMS Agency and provide reports on issues/areas reviewed, problems identified, and corrective action taken

or recommended;

- d) Observation and evaluation of dispatchers, including compliance with prescribed call triage protocols, the effectiveness of dispatch procedures, unit coverage and unit utilization, system status management plan including posting locations. Such evaluations must be consistent with EMS Agency Policies and Procedures; and
  - e) A system which ensures that personnel have been offered appropriate continuing education (CE) through either internal CE or that provided by the EMS system, and ensures that personnel have received, understand, and comply with EMS Agency Policies and Procedures, and EMS Agency memorandum.
- iv) A description of the proposed internal Quality Improvement (QI) program for its overall business operations, which shall, at a minimum, include the following elements:
- a) Formation and maintenance of employee-based quality oversight team(s) whose function is to provide input on aspects of the local operations;
  - b) Encourage all personnel to participate in the Quality Improvement (QI) program; and
  - c) Separate issue-specific QI committees, or if appropriate, a single committee with company-wide representation.
- v) A description of the proposed procedures to provide prompt response and follow-up to inquiries and complaints.

Documentation of such procedures is limited to not more than twelve (12) pages.

f. Proposed Education and Public Information Programs

The proposer shall describe, in detail, its proposed in-house education and public information program. The proposer shall document its program in each of the following areas:

- i) In-House Education Programs
  - a) Driver Training (include the proposer's course outline as an attachment to the proposal)
  - b) Extrication Training
  - c) ICS/SEMS/NIMS Training
  
- ii) System education
  - a) ACLS Course
  - b) EMS Continuing Education
  - c) Paramedic Assist Training
  - d) Assisting Local EMS Primary Training Programs
  
- iii) Community education
  - a) CPR Training
  - b) Public Information

Documentation of such education and public information program is limited to not more than six (6) pages.

g. Integration of Services into Local System

The proposer shall describe its proposal for integration of its services with the services of other EMS System participants (including first responder agencies, law enforcement agencies, public safety agencies, hospitals, other health professionals, and neighboring ambulance provider agencies). Where such integration will include the proposer sub-contracting services, the proposer shall include specific information on sub-contracted services and, as an attachment to the proposal, credential information of the sub-contractor and the proposed sub-contract.

The proposer's proposal shall take the form of one of the following forms of integration:

- i) The proposer shall describe the integration of services with other organizations for the provision of services which are

the specific subject of this procurement process, including sub-contracted services. Such proposal may not propose alternate services to those which are minimum requirements of this procurement process.

- ii) The proposer shall describe its integration of the services with other organizations for the provision of services which are outside the scope of this procurement process, including integrated services with community-based ambulance provider agencies, first responder agencies, hospitals, and health systems.

Documentation of the proposal for integrated services shall be limited to not more than three (3) pages. In addition, all proposals for integration shall be supported by letters of endorsement from the other party(ies) who are proposed to be involved in such integrated services. All such endorsements must:

- a) Be signed and dated by the author;
- b) Fully disclose any direct or indirect business or financial relationship between the author and the proposer;
- c) Describe the extent to which the author is familiar with the proposer and its work; and,
- d) Include the author's certification that he or she has read the specific Section of proposer's credential submission to which the endorsement is related.

#### h. Proposed Safety Program

The proposer shall describe, in detail, its safety program. Documentation of such procedures is limited to not more than two (2) pages.

## 2. Personnel Issues:

### a. Personnel Plan

The proposer shall document its proposed personnel plan with regard to compensation and benefits and proposed retirement program.

- i) Proposed Compensation and Fringe Benefits

The proposer shall document the following for its

dispatchers, field personnel, and any other locally assigned personnel:

- a) specific proposed wage or salary package;
- b) step increases and the criteria for such increases; and
- c) benefits, including medical coverage, vacation and sick leave, uniform issuance/allowance, and educational benefits. Such information shall document any requirements for personnel to contribute toward benefits for personnel and/or dependents.

ii) Retirement Program

The proposer shall document its proposed retirement program for the proposer's dispatchers, field personnel, and any other locally assigned personnel. The proposer shall describe the form of the retirement program (e.g., "401K" and the like) and the basis for employee and Contractor contributions. This program shall be designed and structured such that, should the County terminate the Agreement, or replace the Contractor in the future, each employees' accrued benefits will remain transferable with the employee (i.e., portable with that employee).

iii) New Employee Recruitment, Screening, and Orientation Program

The proposer shall describe its comprehensive program of initial and ongoing personnel recruitment, screening, and orientation. Such documentation shall be the basis for the hiring of personnel for this local operation if the proposer is selected as the successful.

Documentation of such personnel plan is limited to a maximum of five (5) pages.

b Plan for Recruitment and Hiring of Incumbent Workers

i) Treatment of Incumbent Workers

The proposer shall provide a description of its plan for employment opportunities for the incumbent work force. Such plan shall specify the proposers' criteria, if any, for

recognizing the length of service of incumbent workers hired for field and dispatch services under the Agreement which will be utilized by the proposers to establish the starting compensation level and seniority level for such workers.

ii) Retirement Program for Incumbent Workers

The proposer shall document its plan, to the extent allowed by law and regulations, to implement methods which allow the transferal of the accrued benefits of the incumbent work force who may become employed with the proposer for use in the Kings County system as a result of this procurement process.

Documentation of such plan is limited to not more than three (3) pages.

c Scheduling of Personnel

The proposer shall describe its proposed plan for scheduling for field and dispatch personnel including shift types and staffing levels. Specifically, the proposer shall include the following information:

- i) The shift lengths (log-on to log-off) which will be utilized under the initial system status management plan for metro-based units, and community-based units. If the proposer utilizes BLS units staffed for non-emergency medical transportation, the proposer shall describe shift lengths for these units.
- ii) Describe the number of working hours per week that full time field personnel are expected to work.
- iii) If the proposer limits shift lengths for metro-based units to twelve (12) hours or less, the proposer shall describe its internal procedures which will limit the ability of the proposer's personnel to work "back-to-back" shifts.
- iv) Describe the shift lengths (log-on to log-off) which will be utilized to staff the ambulance dispatch center.
- v) Describe the number of working hours per week that full time dispatch personnel are expected to work.

Documentation of such personnel scheduling is limited to three (3) pages.

e. Required Documentation

In addition to the credential and proposal information utilized by the Ambulance Procurement Committee for proposer evaluation, the proposer shall submit the following required information:

1. Key Management Personnel

The proposer shall furnish credentials, including work histories with the proposer, of managers and key personnel who would oversee start-up and initial on-site operations, should the proposer be awarded the Agreement. Do not include credentials of persons not already on your payroll. Documentation of the qualifications of such personnel shall be limited to not more than three (3) pages.

2. Performance Security Documentation

The proposer shall provide documentation, from the bank or bonding company, where applicable, of the proposer's ability to provide the required performance security as specified in Section III.C., herein.

3. Insurance Documentation

The proposer shall provide documentation, from an applicable insurance company, of the proposer's ability to provide all required insurance coverage.

4. Defined Legal Entity

The proposer must be a single legal entity. The proposer shall provide appropriate documentation, in a form acceptable to the County, of its legal status.

Note: The proposer's organization may be formed as a partnership of other legal entities, or as a corporation in which other legal entities are shareholders. If proposer relies on the prior experience or unit hour production of a partner or shareholder for the purpose of meeting any requirement of this procurement process, then each partner or shareholder must individually guarantee that all of the Agreement requirements will be met and be jointly and severally liable for any breach of contract, tort or violation of any federal, state, or local law or regulation thereunder; and shall submit written documentation that describes the precise nature of the legal relationship of the partners or shareholders, including an opinion letter from legal counsel, admitted to the California State Bar,

confirming the legal validity and enforceability of the agreement; and all partners or shareholders owning twenty-five percent (25%) or more of the proposer's organization must individually meet the experience and unit hour production standards of this Section.

3. Proposer's Price Sheet

The proposer's price sheet (original and one (1) copy) shall be submitted in a sealed, 8 1/2 inch by 11 inch Manila envelope separate from all other documents submitted by the proposer. The proposer shall mark the outside of the envelope with "Proposer's Price Sheet - Kings County EMS Request for Proposal" and the name of the proposer. The proposer's proposed ALS Base Rate shall be submitted utilizing the Price Sheet in Attachment L, hereof.

4. Proposer's Budget Information

The proposer's budget information (original and one (1) copy) shall be submitted in a sealed, 8 1/2 inch by 11 inch Manila envelope separate from all other documents submitted by the proposer. The proposer shall mark the outside of the envelope with "Proposer's Budget Information -Kings County EMS Request for Proposal" and the name of the proposer. The proposer's budget information shall include all of the following:

a. Projected Charges for Services

The proposer shall document its projected ratio of charges for each type of charge. Specifically, the proposer shall describe its projected number of charges (units, not dollars) for each type of fee-for-service charge authorized under Section III.A.1., herein. The proposer shall additionally document the projected ratio of such charges by payor category. Such information shall be submitted on the form in Attachment M, hereof.

b. Projected Collection Rates

The proposer shall document its ratio of projected charges for ambulance services to projected collections (annual charges (\$) vs. annual collections (\$)). The proposer shall include any projected revenue for services within the EOA from capitated contracts. Proposer shall document its projected ratio of revenue by payor category. Such information shall be submitted on the form in Attachment N, hereof.

c. Projected Budget

The proposer shall provide complete information on costs of its proposed service. The proposer shall document its proposed budget on the form in Attachment O, hereof. Such information shall include the proposer's ambulance system operational budgets for the first five (5) years of

operation. If projected revenue, as described in Section V.V.4.b., herein, from ambulance services does not cover the cost of operations, the proposer shall document its projected source of revenue to offset such loss and shall detail the proposer's projected time frame to recoup losses.

1. Complete Information on Costs of the Proposer's Proposed Services

"Complete Identification of Costs" shall mean all costs attributable to the provision of service which includes, but is not limited to the following:

- a. Costs for all equipment, supplies, and other capital expenditures necessary to provide the service during the term of the contract, including cost of financing (for public entities this may include costs of levy or bond elections, bond counsel, underwriter's discount, and the like).
- b. Costs for implementing any new systems necessary to provide service, including new computer software and training, billing systems and costs, and the like.
- c. Maintenance costs for posts/stations, vehicles, equipment, including janitorial and other costs.
- d. All insurance costs, including liability and workers' compensation.
- e. All personnel costs, including wages, fringe benefits, taxes, training, overtime, and the like.
- f. All costs of operation, including water, sewer, garbage, electricity, gasoline, consumable supplies.
- g. All indirect costs including services provided by other departments (if public body) or entities such as costs for accounting, computer processing time, purchasing, human resources, and other administrative and overhead expenses.

2. Accounting for Multi-Use Personnel and Equipment

Indirect overhead and administrative costs shall be determined by allocating to the proposer a percentage of the overhead charge. For example, if a corporation uses its finance or accounting services to serve multiple franchises or operations, a portion of that service might be allocated to the Agreement based upon the invoices for the Agreement compared to the total invoices for the corporation.

Similarly, if a fire department uses a local government's finance or accounting services, a portion of that service might be allocated to the fire department based on the dollars spent by the fire department compared to the total dollars spent by the local government. There might be several reasonable reasons for the allocation of costs, but all shared costs must be allocated on a reasonable basis, and the basis must be identified.

Costs of multi-use equipment allocable to ambulance services in the EOA shall be based on the number of EMS uses in the EOA compared to total uses.

Costs of multi-use personnel allocable to ambulance service in the EOA shall be based on the number of EMS responses in the EOA compared to total number of responses by the proposer for which the personnel are responsible. Cost for such personnel shall be included based upon the percentage of medical responses relative to overall responses. For example, if medical responses account for seventy-five percent (75%) of the total responses for multi-use personnel assigned to the ambulance, seventy-five percent (75%) of their salary and benefits shall be assigned to the ambulance budget.

5. Proposer's Security Documentation

The proposer's security shall be submitted in a sealed, 8 1/2 inch by 11 inch 5 envelope separate from all other documents submitted by the proposer. The proposer shall mark the outside of the envelope with "Proposer's Security-Kings County EMS Request for Proposal" and the name of the proposer. Such proposer's security shall be in a form and content as required in Section V.O., herein.

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[End of RFP - Please refer to Attachments]

# Attachment A-1

## County of Kings Ambulance Response Zone Map

## Attachment A-2

# County of Kings Ambulance Response Zone - Description

# Attachment B-1

## Exclusive Operating Area - Map

## Attachment B-2

# Exclusive Operating Area - Description

## Attachment B-3

# Areas of Kings County Not Initially Included in the EOA Description

## Attachment B-4

# Metropolitan Response Area of the Exclusive Operating Area - Description

## Attachment B-5

# Rural Response Area of the Exclusive Operating Area - Description

# Attachment C

## Census Tract - Map

# Attachment D

## Kings County Data Description of Data

(This is a description of the data that is included on the CD-ROM  
disk provided with the RFP)

# Attachment E

## Letter of Intent

# Attachment F

## Certificate of Accuracy of Information

# Attachment G

## Investigative Authorization - Company

# Attachment H

## Investigative Authorization - Individual

# Attachment I

## Proposer's Security Example Letter of Credit

# Attachment J

## Proposal Identification

# Attachment K

## Affirmation of General/Operation Contract Provisions

# Attachment L

## Proposers Price Sheet

# Attachment M

## Budget Information Projected Charges for Services

# Attachment N

## Budget Information Projected Collection Rates

# Attachment O

## Projected Budget