

**VALLEY CENTER  
FIRE PROTECTION DISTRICT  
28234 Lilac Road  
Valley Center, CA 92082  
(760) 751-7600**

**REQUEST FOR PROPOSAL  
TO OPERATE  
ADVANCED LIFE SUPPORT (ALS) AMBULANCE SERVICES**

**Administered by the Valley Center  
Fire Protection District**

**RFP # 2011-01**

Deadline Date for Submission of Proposal: March 30, 2012

Start Date of Advanced Life Support Service Program: June 1, 2012

Questions will be answered by Valley Center Fire Protection District (VCFPD) District  
Administrator:  
John H. Byrne - (760)751-7600

## **REQUEST FOR PROPOSALS (RFP) – ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR THE VALLEY CENTER SERVICE AREA**

The Valley Center Fire Protection District (VCFPD) is requesting proposals from qualified providers to operate the Advanced Life Support (“ALS”) Transport program and billing services as described below. There will be no subsidy to the selected provider (Contractor) from the VCFPD for this program.

This Program is for ALS AMBULANCE SERVICES for the Valley Center Service Area (the “VCSA”). Staffing levels for each ALS unit should be a minimum of two Paramedics. The VCSA includes the Valley Center Fire Protection District (VCFPD), Deer Springs Fire Protection District (DSFPD), Yuima Municipal Water District-JPA (YMWD), as well as other geographic areas displayed on RFP-01 Boundary Map.

The selected provider shall be designated as the exclusive provider of ALS Transport Services within the VCSA zone. (See **RFP-01 Boundary Map**). The Contractor shall provide ALS transport units with response times of 30 minutes or less, 90% of the time, on a 24 hour per day, 7 day per week basis. Bidders are advised that the current level of Advanced Life Support (ALS) includes three ALS transport units. Bidders must demonstrate how their operational plan will maintain and/or improve the current levels of transport services.

**DEADLINE DATE** for submission of all proposals is: **March 30, 2012**

**DEADLINE DATE** for submission of written questions is: **March 19, 2012**

**PREPROPOSAL CONFERENCE: March 5, 2012**

RFP Sections A and B are VCFPD Special and Standard Terms and Conditions, which will be part of any resulting contract. Section C, Statement of Work describes work requirements for the specified contract period. Section D provides format for Budget Submission Criteria. Section E provides Proposal Terms, Conditions, Submittal Requirements, and Evaluation Process.

**This will be a competitively negotiated procurement. The Valley Center Fire Protection District intends to award one contract for these services.**

The VCFPD may decide to award a contract without negotiation; therefore proposers shall submit their best proposal initially. The VCFPD reserves the right to award a contract to the proposers determined to be the most advantageous and in the VCFPD's best interests with fee for services and all other factors considered. After complete consideration of all proposals, the VCFPD Board of Directors reserves the right not to award a contract for this procurement. The VCFPD is not required in any event to pay for any costs that a proposer may incur in preparing a proposal in response to this RFP.

It is bidder's sole responsibility to insure that all copies of their submitted proposal are complete and submitted no later than the specified submittal deadline date of March 30, 2012, to the Valley Center Fire Protection District office. The VCFPD assumes no responsibility for lost or incomplete proposals.

ALS units housed in a Valley Center Fire Protection District station, or a Deer Springs Fire Protection District station, or both may be provided lodging free of charge. The initial contract period will be from June 1, 2012 through April 30, 2017 (or as soon thereafter as a contract can be

put in place). The VCFPD reserves the right to exercise one additional five year option through April 30, 2022.

**Other Negotiated Costs With Contract Agencies:**

The designated Contractor must provide all stations with handheld and on-board ambulance radios. CAL FIRE is the primary dispatch service agency for the VCSA. The designated Contractor must reimburse the VCFPD for its quarterly costs for CAL FIRE ALS dispatch services, including the applicable administrative fee. The designated Contractor must also reimburse VCFPD for its quarterly direct and indirect costs for administrative services provided to the VCSA but not to exceed \$15,000 annually. Indian reservations have the right to exclude themselves from the VCSA at any time and to provide their own BLS or ALS transport services. Currently, the Pala and Rincon Reservations are providing their own ALS ambulance service and mutual aid agreements between these reservations and VCFPD are in place.

**Proposals are due and must be received no later than 3:00 P.M. March 30, 2012, local time. You may mail or hand-deliver proposals.**

Each bidder must submit an original copy of its proposal along with 10 additional copies of its proposal to:

**Valley Center Fire Protection District  
Attn: John H. Byrne, District Administrator  
28234 Lilac Road  
Valley Center, CA 92082**

Proposers are encouraged to attend a pre-proposal conference on [INSERT DATE & TIME] at [LOCATION]. Questions and requests for clarification related to definition or interpretation of this RFP may be presented at this conference or shall otherwise be requested in writing no later than [INSERT DATE] in order to allow sufficient time for a response in the form of an addendum, if deemed necessary, to all whom have requested a copy of the RFP. Submit questions in writing to:

**Valley Center Fire Protection District  
Attn: John H. Byrne, District Administrator  
28234 Lilac Road  
Valley Center, CA 92082  
(760) 751-7600**

**Background Information - Valley Center Service Area**

Under agreement with the County of San Diego, the VCFPD is authorized to conduct a competitive process for Advanced Life Support (ALS) ambulance services pursuant to the provisions of Division 2.5 Chapter 4, section 1797.224 of the California Health and Safety Code.

The Valley Center Fire Protection District (VCFPD) is a California Special District, which provides fire protection to the community of Valley Center. The District has been in operation since 1982 when it was formed and funded through a majority of the voters in a regular election. The VCFPD has utilized a contract with the California Department of Forestry and Fire Protection (CAL Fire), to provide its career staffing and operations management since its inception. District administrative and fire marshal fire prevention duties are provided by District employees. The VCFPD is located North/Northeast of the city of Escondido. The District is primarily a rural community with a mixture of agricultural and residential property. The VCFPD provides many services including, but not limited to medical, fire, rescue, and hazardous material assessment.

The VCSA defined in this procurement includes all of the Valley Center Fire Protection District, the Deer Springs Fire Protection District, the Yuima Municipal Water District-JPA, and a number of other communities considered to be in the backcountry East of Valley Center. These areas include the San Pasqual Reservation, La Jolla Reservation, Los Coyotes Reservation, Santa Ysabel Reservation, Pauma Reservation, Mesa Grande Reservation, Palomar Mountain, Warner Springs, Sunshine Summit, Ranchita, Oakgrove and Lake Henshaw areas.

Advanced Life Support (ALS) services have been provided to this large area by three ambulances operated by Mercy Medical Transport, Inc., with units stationed at Valley Center Fire Protection District, Station #73, on North Lake Wohlford Road, Deer Springs Fire Protection District, Station #1, on Circle R Drive x Old Highway 395 x 1-15, and the Mesa Grande Indian Reservation Fire Station, at 26000 Mesa Grande Road, Santa Ysabel, CA.

The geographic boundaries are roughly identified as all areas East of Deer Springs/I-15 corridor up to the Anza Borrego Desert/Borrego Fire District boundaries. This includes Hwy 76 from Pala to Morettis Junction, Hwy 79 from Riverside County line, South to Santa Ysabel, S-2 and S-22 from Hwy 79, East through the community of Ranchita and Southeast to about six miles West of Scissors Crossing. The boundaries to the North intersect with the Riverside County line from Pala Temecula Road to Anza Borrego State Park, North of Los Coyote Reservation to the West. Included also is the Deer Springs Fire Protection District and Pala Reservation, I-IS from Escondido to Fallbrook, to the South the area shares a boundary with the cities of Escondido and San Diego, just North of Hwy 78 and the Wild Animal Park.

There are five casinos located within the boundaries of the exclusive operating area. The Pala Casino and Hotel, the Casino Pauma, the Rincon/Harrah's Casino and Hotel, the Valley View Casino on the San Pasqual Indian Reservation and the Santa Ysabel Reservation Casino.

The area Indian Reservations are included in the Exclusive Operating Area, (EOA). They are not required to be part of this EOA and may notify the VCFPD of their request to be excluded. Pala and Rincon Reservations are excluded.

### **RFP Proposal - TIME LINE**

March 5, 2012	Pre-proposal Conference
March 30, 2012	The <b><u>Deadline</u></b> for proposals to be submitted by bidders to the Valley Center Fire Protection District Administrator John H. Byrne is <b><u>no later than 3:00 P.M.</u></b>
April, 2012	Source Selection Committee Meeting(s)
April 19, 2012	VCFPD Board of Directors Meeting -Selection of Bidder/Provider chosen and notified. All other bidders notified by mail of decision.
April, 2012	VCFPD begins discussions/negotiations with successful Bidder/Provider.
June 1, 2012	ALS program begins at 0800 hours.

## VALLEY CENTER SERVICE AREA MAP

The Map shows the entire exclusive operating area of the Valley Center Service Area.

Thirty-Four (34) month statistical information:

**2009**

Unit	Total Responses	Transport		Against Medical Advice		Cancel		Fire/Other	
	#	#	%	#	%	#	%	#	%
<b>M7793</b>	1593	1095	68.7%	210	13.2%	263	16.5%	25	1.6%
<b>M7192</b>	1067	684	64.1%	81	7.6%	279	26.1%	23	2.2%
<b>M7594</b>	582	393	67.5%	79	13.6%	98	16.8%	12	2.1%
<b>Total</b>	<b>3242</b>	<b>2172</b>	<b>67.0%</b>	<b>370</b>	<b>11.4%</b>	<b>640</b>	<b>19.7%</b>	<b>60</b>	<b>1.9%</b>
	Per Day 8.9	Per Day 5.9		Per Day 1.0		Per Day 1.8		Per Day 0.2	

**2010**

Unit	Total Responses	Transport		Against Medical Advice		Cancel		Fire/Other	
	#	#	%	#	%	#	%	#	%
<b>M7793</b>	1476	1067	72.3%	159	10.8%	231	15.7%	19	1.3%
<b>M7192</b>	1030	685	66.5%	67	6.5%	261	25.3%	17	1.7%
<b>M7594</b>	532	368	69.2%	58	10.9%	99	18.6%	7	1.3%
<b>Total</b>	<b>3038</b>	<b>2120</b>	<b>69.8%</b>	<b>284</b>	<b>9.3%</b>	<b>591</b>	<b>19.5%</b>	<b>43</b>	<b>1.4%</b>
	Per Day 8.3	Per Day 5.8		Per Day 0.8		Per Day 1.6		Per Day 0.1	

Jan – Oct 2011

Unit	Total Responses			TX		AMA		Cancel		Fire/Other	
	#	#	%	#	%	#	%	#	%		
<b>M7793</b>	1120	830	74.1%	127	11.3%	148	13.2%	15	1.3%		
<b>M7192</b>	898	650	72.4%	68	7.6%	161	17.9%	19	2.1%		
<b>M7594</b>	395	273	69.1%	55	13.9%	64	16.2%	3	0.8%		
<b>Total</b>	<b>2413</b>	<b>1753</b>	<b>72.6%</b>	<b>250</b>	<b>10.4%</b>	<b>373</b>	<b>15.5%</b>	<b>37</b>	<b>1.5%</b>		

Per Day  
7.9

Per Day  
5.7

Per Day  
0.8

Per Day  
1.2

Per Day  
0.1

Note: These statistics include responses in the Rincon Reservation which began in July, 2011 to provide its own ALS service.

Monthly statistical information for 2011 is as follows:

<i>Jan - Oct 2011</i>	M-7793	M-7192	M-7594
January	16	34	60
February	1	31	78
March	17	35	66
April	14	32	86
May	12	33	96
June	17	34	68
July	13	43	75
August	3	35	62
September	1	29	80
October	4	40	72
<b>Non-Resident Transported as a percentage</b>	<b>18.28%</b>	<b>33.89%</b>	<b>67.24%</b>

### General Information/Questions

- **Turnout Gear.** Issued safety gear is the responsibility of the provider. Due to the low staffing levels of the Fire Districts and outlying volunteer Fire Departments, personnel will be involved in rescue and extrication activities and should be properly attired to safely perform those services.

- **Ambulance backup.** The provider must provide a plan for ambulance backup for existing units within the VCSA. An un-staffed reserve ambulance should not be further than one hour away from Zone 1.
- **Liaison in VCFPD.** A shift employee may be designated as the liaison to the VCFPD.
- **Fee schedule.** A maximum threshold on the fee schedule will not be provided. The fee schedule should reflect comparable, usual, and customary costs charged in San Diego County. Consideration will be given for the low incident activity and the need to recover costs for standby services. The last provider indicated a 42% collection rate. Its fees were well below the County average and their transport rate was approximately 52%.
- **Availability of facilities.** The Mesa Grande Indian Reservation Fire Department has provided lodging, cost unknown, at its fire station on Mesa Grande Road which a provider may deem to be a suitable site.
- **Budget.** A program budget must be submitted with the proposal.
- **Response time penalty.** There is no penalty amount for response time deviations. This issue would be handled/mitigated by the District Administrator in consultation with County EMS. A breach of contract would exist if all efforts to resolve the problem were unsuccessful. A change in response time criteria would then be discussed as well as additional units, and/or a change in unit locations. The response time criteria are the same for both the provider and the VCFPD under contract with the County of San Diego.
- BLS first responder services may not be readily available to ALS units in the VCSA.

### III. CONTRACT TERMS

#### SECTION A - SPECIAL TERMS AND CONDITIONS

**NOTICE OF DELAY:** Contractor shall notify the VCFPD District Administrator in writing within five (5) days of any delay that adversely affects performance of this agreement. Written communication should include the cause of said delay, and the remedial action(s) taken by Contractor.

**REPORTS:** Contractor shall submit program reports in accordance with the requirements of this agreement, within the guidelines of HIPAA.

**PRECEDENCE** -Order of precedence shall be - **Section A; Section B; Section C; and Section D.**

#### DEFINITIONS:

"County" shall mean The County of San Diego, California.

"District" shall mean The Valley Center Fire Protection District (VCFPD).

"Contractor" or "Vendor" shall mean the offeror whose proposal is accepted by the Valley Center Fire Protection District, and who has entered into an agreement with the Valley Center Fire Protection District to provide the services and equipment described herein.

"Provisions" shall mean the same as Terms and Conditions.  
"Exhibit" shall mean the same as "Section" in this solicitation.

**A – 1 INSURANCE REQUIREMENTS:** Without limiting the Contractor's indemnification of the VCFPD, the Contractor shall provide and maintain at its own expense, during the term of this Contract and beyond, the following insurance coverage and provisions or proof of participation in any self-funded program as follows:

**A – 1.1 CERTIFICATES OF INSURANCE:** Within ten (10) working days following receipt of notice that a contract has been awarded, the Contractor shall submit Certificates of Insurance naming District as additionally insured and appropriate separate endorsements to the actual insurance policy, including certificates of insurance evidencing coverage in any self-funded program provide evidence that the Contractor has sufficient financial reserves to fund potential losses within the self-funded program and has obtained and agrees to keep coverages in force for the period of the Contract, in all of Section **(A-1 Insurance Requirements)**.

**A – 1.2 NOTICE OF CANCELLATION OR CHANGE OF COVERAGE:** Insurance afforded by the policies or self-funded program shall not be canceled or changed, so as to no longer meet the herein specified VCFPD insurance requirements without thirty (30) day's prior written notice of such cancellation or change being delivered in writing to the Valley Center Fire Protection District. **In any case, coverage MUST comply with all VCFPD insurance requirements at all times.**

**A - 1.3 QUALIFYING INSURERS:** All coverages shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by VCFPD. All coverage's shall be issued by companies currently authorized to transact business in the State of California.

**A - 1.4 SPECIAL PROVISIONS:** The herein requirements as to the types and limits of insurance coverage to be maintained by the Contractor, and any approval of said insurance by VCFPD, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor, pursuant to this Contract, including but not limited to the provisions concerning indemnification. VCFPD reserves the right to withhold payments to Contractor in the event of material noncompliance with insurance requirements outlined in this document.

#### **A - 1.5 INSURANCE:**

**A - 1.5.1** Statutory Worker's Compensation and Employer's Liability Insurance including: Broad Form All-States Endorsement.

Employer's Liability: Coverage for no less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this contract.

Waiver of Subrogation Endorsement: Including the Valley Center Fire Protection Board, it's Governing Board, and the County of San Diego and its Governing Board, officers, representatives, agents, employees, and volunteers.

**A - 1.5.2** The Commercial General Liability and Comprehensive General Liability are different forms of General Liability. Either is acceptable.

**A - 1.5.2.1** Commercial General Liability

Products/Completed Operations aggregate \$3,000,000.

**OR**

**A - 1.5.2.2 Comprehensive General Liability** - for bodily injury (including death) which provides limits of not less than three million dollars (\$3,000,000) combined single limit (**CSL**) per occurrence. General aggregate three million dollars \$3,000,000

**A - 1.5.2.3** For all types of insurance, coverage shall include:

**A - 1.5.2.3.1 Additional Insured Endorsement:** Insurance afforded by this policy shall also apply to the VCFPD, members of the Board of Directors, the County of San Diego, officers, agents, employees, and volunteers of the VCFPD and the County of San Diego, individually and collectively, as additional insured.

**A - 1.5.2.3.2 Primary Insurance Endorsement:** shall apply as primary insurance and not contributing with any other insurance maintained by the Valley Center Fire Protection District. Errors and Omissions \$1,000,000 per Occurrence.

**A - 1.5.2.3.3 Waiver of Subrogation Endorsement:** The Insurer waives any right of subrogation against the Valley Center Fire Protection District and the County of San Diego which may arise by reason of any payment under this policy. Errors and Omissions \$1,000,000 per Occurrence.

**A - 1.5.3 Medical Malpractice/Professional Liability** - covering all licensed medical professional personnel:

**A - 1.5.3.1**      **\$1,000,000** per Occurrence

**A - 1.5.3.2**      **\$3,000,000** in the Aggregate

**A - 1.5.4**      Automobile Liability

**A - 1.5.4.1**      Bodily Injury (including death) & Property Damage per occurrence **\$5,000,000**  
**Combined Single Limit.**

**A - 1.5.4.2**      This insurance shall be applicable to all owned, non-owned and hired vehicles used in the execution of this contract and shall include Contract Liability.

**A - 1.5.5**      The Valley Center Fire Protection District and the County of San Diego shall maintain the right at any time to review coverage, forms, and amounts of insurance required herein and may require Contractor to obtain insurance sufficient in coverage, forms and amounts to provide adequate protection against the kind and extent of risk which exists at the time the change in insurance is required.

**SECTION B - STANDARD TERMS AND CONDITIONS**  
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**1. INDEPENDENT CONTRACTOR**

**1.1 INDEPENDENT CONTRACTOR:** Contractor shall be, for all purposes arising out of this Agreement, an independent Contractor, and neither Contractor nor Contractor's employees shall in any event, as a result of this agreement, be, entitled to any benefits to which Valley Center Fire Protection District employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, injury leave or other leave benefits.

**1.2 CONTRACTOR'S EMPLOYEES AND EQUIPMENT: Expressly provided in Section A - 1,** Contractor has or shall secure at Contractor's own expense all persons, employees and equipment required to perform services required under this agreement and that all such services shall be performed by Contractor or under Contractor's supervision, by persons authorized and certified by law to perform such services. If any arrangement is made whereby employees of the Valley Center Fire Protection District, Deer Springs Fire Protection District, Yuima MWD-JPA and CAL Fire are used by Contractor and are subject to Contractor's supervision and control, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the Contractor and not the agencies listed above, irrespective of party paying them.

**1.3 RESPONSIBILITY FOR EQUIPMENT:** Valley Center Fire Protection District shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor, or any Contractor's employees, even though such equipment is furnished, rented or loaned to Contractor by VCFPD.

The acceptance or use of any such equipment by Contractor or any Contractor's employees shall be construed to mean that Contractor accepts full responsibility for, and agrees to exonerate, indemnify and hold harmless the Valley Center Fire Protection District (VCFPD), Deer Springs Fire Protection District (DSFPD), Yuima Municipal Water District (YMWD-JPA), and the County, from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor,

other contractors, VCFPD, or other persons. Equipment includes, but is not limited to, material, tools, or other things.

**1.4 HOLD HARMLESS:** The Contractor agrees to fully indemnify, defend and hold harmless the VCFPD, DSFPD, and YMWD-JPA against any and all loss, damage, liability, claim, demand, suit or cause of action resulting from injury or harm to any person or property arising out of or in any way connected with the performance of work under this contract, excepting only such injury or harm as may be caused solely and exclusively by the fault or negligence of the VCFPD, DSFPD, or YMWD-JP A.

**1.5 INSURANCE:** Upon execution of the awarded contract, Contractor shall within ten (10) days of awarded contract, provide VCFPD with copies of all certificate's and insurance policies as required within this procurement Contractor shall maintain in force at all times such insurance as will fully protect both Contractor, VCFPD, DSFPD, YMWD-JPA, and County from any and all claims arising out of Division 4 of the California Labor Code (Worker's Compensation). Contractor shall supply VCFPD with a current certificate of Worker's Compensation and Employee's Liability Insurance covering Contractor's Employee's under this agreement. Limits of said policy shall be those required by statute. Contractor agrees to maintain Commercial General Liability insurance in force during the Course of this Agreement, said policy of insurance covering all aspects of the Contractor's operations under this Agreement and toward acts of its personnel at and away from Contractor's premises. Contractor shall supply VCFPD with a current certificate of insurance or a copy of a policy and endorsement naming VCFPD "additional insured" under the terms of this Agreement. Contractor shall comply with the coverage limits detailed in section A-1 of this RFP.

## **2 CONTRACTORS INTEREST**

**2.1 ASSIGNABILITY:** Contractor shall not assign any interest in this Agreement, and shall not transfer any interests in the same (whether by assignment or novation), without the prior written consent of VCFPD thereto; provided however that claims for money due or to become due to Contractor from VCFPD under this Agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished within five (5) days to the VCFPD.

**2.2 INTEREST OF CONTRACTOR:** Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. No person having any such interest, shall be employed or retained by the Contractor under this Agreement.

**2.3 BOARD OF DIRECTORS:** Contractors who are private, nonprofit agencies shall submit a list of the names and addresses of the agency's Board of Directors to the VCFPD Board of Directors, along with nonprofit status documentation. Meetings shall be announced in advance and be open to members of the community. Minutes of the Board of Directors meetings shall be provided to VCFPD as part of the quarterly program reports.

- 2.4 SUBCONTRACTS:** All subcontracts must be previously approved by the VCFPD, Contractor shall provide VCFPD with copies of all subcontracts relating to this agreement entered into by Contractor thirty (30) days after the beginning of subcontract. Such subcontractors of Contractor shall be notified of the Contractor's relationship to VCFPD. "Subcontractor" means an entity, other than VCFPD that furnishes to Contractor services or supplies relevant to this agreement, other than standard VCFPD supplies, office space, printing services or maintenance services.
- 2.4.1** In any event, any subcontractor utilized by Contractor for any portion of the project, Contractor shall retain prime responsibility for carrying out all terms of this agreement, including responsibility for insuring the availability and retention of records of any and all subcontractors in accordance with this agreement. No subcontractor utilizing funds from this agreement shall, be entered into, which has a term extending beyond the ending date of this agreement, which is April 30, 2022.
- 2.5 CONTRACT PROGRESS MEETING:** The VCFPD, District Fire Chief (DFC) and other District personnel, as appropriate, will meet periodically with the Contractor to review the contract performance. At these meetings the DFC will apprise the Contractor of how the VCFPD views the Contractor's performance and the Contractor will apprise the VCFPD of problems, if any, being experienced. The Contractor will also notify the (DFC) in writing, of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contract. Appropriate action shall be taken to resolve any outstanding issues by both parties.
- 2.5.1** Minutes of these meetings will be reduced to writing by the VCFPD, and signed by the (DCF) and Contractor. Should Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement by both parties.
- 2.6 CONDUCT OF CONTRACTOR:** The Contractor agrees to inform, in writing, the VCFPD of all the Contractor's interests if any, which are or which the Contractor believes to be, incompatible with any interests of the VCFPD.
- 2.6.1 Influence:** The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations which the Contractor is doing business or proposing to do business, in accomplishing the work under the (ALS) contract.
- 2.6.2 Personal Gain:** The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated material requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.
- 2.6.3 Gifts and Gratuities:** The Contractor shall not offer, directly or indirectly, gifts, gratuity, favors, entertainment or other items of monetary value to any employee of the VCFPD.

**2.6.4 Referrals:** Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

### **3 COMPLIANCE WITH LAW, REGULATION AND BOARD POLICY, FOR COUNTY OF SAN DIEGO AND THE VALLEY CENTER FIRE PROTECTION DISTRICT**

**3.1 EQUAL OPPORTUNITY:** Contractor shall not discriminate against any employee, or against any applicant for such employment, because of age, race, color, religion, sex, sexual orientation, disabilities, ancestry, national origin, marital status, medical condition, family and medical leave. This provision shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

**3.2 NONDISCRIMINATION:** Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age or national origin in accordance with Title VI of the Civil Rights Act of 1964. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity which receives or benefits from Federal financial assistance.

**3.2.1** Contractor shall ensure that no person shall, on the basis of ethnic group identification, religion, age, sex, color, or physical or mental disability, be unlawfully denied the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is funded directly by the state or receives any financial assistance from the state. Section 11135 of the California Government Code is incorporated herein by reference.

**3.3 AIDS DISCRIMINATION:** Contractor shall not deny any person the full and equal employment of, or impose less advantageous terms, or restrict the availability of; the use of any County or VCFPD facility or participation in any County or VCFPD , or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome (AIDS), AIDS-related complex (ARC) or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego Code of Regulatory Ordinance, a copy of which can be obtained from the Clerk of the Board of Supervisors, 1600 Pacific Highway, San Diego; CA 92101.

**3.4 AMERICANS WITH DISABILITIES:** Contractor shall comply with the Americans Disabilities Act of 1990, pertaining to discrimination against qualified people with disabilities in employment, public service, transportation, accommodations, and telecommunications services.

**3.5 POLITICAL ACTIVITIES PROHIBITED:** None of the funds, provided directly or indirectly, under this contract shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of candidates for an elected office.

- 3.6 ALCOHOL AND DRUG USE PROHIBITED:** In compliance with the requirements of the Valley Center Fire Protection District and the San Diego Drug and Alcohol Abuse Policy C-25, Contractor agrees that the Contractor and Contractor employees, while performing service for the VCFPD, on VCFPD, DSFPD, YMWD-JP A property, or while using VCFPD and DSFPD equipment, shall not be in any way impaired because of being under the influence of alcohol or a drug; shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug; shall not sell; offer; or provide alcohol or a drug to another person, unless the Contractor or Contractor's employee prescribes or administers medically prescribed drugs as part of the performance of normal job duties and responsibilities. The Contractor shall inform all employees that are performing services for and on the VCFPD, DSFPD, and YMWO-JP A, property or using above listed District's equipment, of the VCFPD objectives for a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the VCFPD.
- 3.8 RELIGIOUS ACTIVITY PROHIBITED:** There shall be no religious worship, instruction or proselytization as part of or in connection with the performance of this agreement.
- 3.9 ZERO TOLERANCE IN COACHING UNDOCUMENTED IMMIGRANTS:** The County of San Diego, in recognition of its unique geographical location, and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this County or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and contractors who coach undocumented immigrants. The Valley Center Fire Protection District has agreed to this policy under agreement for Emergency EMT-Paramedic services.
- 3.9.1** As a material condition of this Agreement, the Contractor agrees that the Contractor and any Contractor employees, while performing service for the VCFPD, DSFPD, and YMWD-JP A, and while on listed District's or while using listed District's equipment.
- 3.9.1.1** Shall not in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants to obtain or qualify for Medi-Cal assistance.
- 3.9.1.2** Shall not support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance.
- 3.9.2** The Contractor shall inform all employees that are performing service for the VCFPD, DSFPD, and YMWD-JPA, and while on listed District's property, or using listed District's property or equipment, of the listed District's Zero Tolerance policy.
- 3.9.3** The VCFPD may Terminate for Default or Breach of this Agreement, and any other agreement the" Contractor has with the VCFPD, if determined by VCFPD that the Contractor, or Contractor employees are determined not to be in compliance with conditions listed herein.
- 3.10 CONFORMANCE WITH RULES AND REGULATIONS:** Contractor shall be in conformity with Federal, State, County and local rules and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licensees, permits, notices and certificates as are required. Contractor

shall further comply with all laws applicable to occupational safety, and to fire safety, health and sanitation.

**3.11 ORAL REPRESENTATION:** This document and its exhibits and references incorporated herein fully express all understanding of the parties concerning the matters covered herein.

**3.12 CALIFORNIA LAW:** This Agreement shall be constructed and interpreted according to the laws of the State of California.

#### **4 RECORDS AND REPORTS**

**4.1 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties produced under this Agreement shall be the sole and exclusive property of the VCFPD.

The VCFPD shall have unrestricted authority to publish, disclose, distribute or otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties under this Agreement.

**4.2 AUDIT AND INSPECTION OF RECORDS:** Contractor agrees to maintain and make available within San Diego County accurate books and accounting records relative to all its activities. Contractor shall permit the VCFPD and County to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this agreement. The aforementioned data and records shall include participant records. Contractor shall maintain such data and records in an accessible location and condition for as long as may be required by applicable laws and regulations. The State of California or any Federal agency having an interest in the subject of this agreement shall have the same rights conferred upon the VCFPD and County by this paragraph.

**4.3 CONFIDENTIALITY:** Valley Center Fire Protection District and Contractor agree to maintain confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the agreement and then only to persons having responsibilities under this agreement. The VCFPD and Contractor agree that all information and records obtained in the course of providing services to project clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

**4.4 REPORTS:** Contractor shall submit written reports and statistics requested by the VCFPD and County. Format for the content of such reports will be developed by VCFPD and County. The timely submission of all reports are necessary and a material term and are considered a condition of this agreement.

**4.5 EVALUATIVE STUDIES:** Contractor shall participate, upon mutual agreement with the VCFPD and County, in research and evaluative studies.

**4.6 ACCOUNTING AND DATA SYSTEM:** Contractor shall have bookkeeping, accounting and data systems sufficient to track the receipt and expenditures of funds, document hours

worked by funded staff and document expenditures and units of service claimed or reported.

**5 Not Used**

**6 AVAILABILITY OF FUNDS, CHANGES, TERMINATION AND EXTENSION**

**6.1 AVAILABILITY OF FUNDS:** The VCFPD's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funds from which payment can be made for fiscal year purposes. No legal liability on the part of the VCFPD shall arise for payments beyond June 30 of the calendar year unless funds are made available for such performance.

**6.2 CHANGES:** VCFPD may from time to time require changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which will be mutually agreed upon by and between VCFPD and Contractor shall be effective when incorporated in written amendments to this Agreement.

**6.3 CESSATION OR REDUCTION OF FEDERAL, STATE OR COUNTY FUNDING:** VCFPD shall have the right to terminate this Agreement within (5) days in event that Federal, State, County or local funding for this Agreement ceases prior to the ordinary term of this agreement.

In the event of reduction of funding for this agreement, VCFPD and Contractor shall meet within ten (10) days of notice to renegotiate this agreement based upon the modified level of funding. In this case, if no agreement is reached between VCFPD and Contractor within 10 days of the first meeting, either party shall have the right to terminate this agreement within five (5) days notice of termination.

**6.3.1** In the event there is a reduction of funds made available by the VCFPD to Contractor under this subsequent agreement, the VCFPD and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly, or from such action.

**6.4 TERMINATION FOR CAUSE:** Upon breach of this Agreement, VCFPD shall have the right to terminate this agreement, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination intent.

In that event, all finished or unfinished documents and other materials prepared by Contractor under this agreement shall become the sole and exclusive property of VCFPD, and Contractor shall be entitled to receive reasonable compensation not to exceed an amount payable as provided in Section A, for any satisfactory work completed on such documents, or other such materials to date of termination, reduced by the amount of damages sustained by the VCFPD by reason of such breach. At such time all equipment lent to Contractor for use shall be returned to the VCFPD immediately.

**6.4.1** If, after notice of termination of this contract under the provisions of this clause, or that the default was excusable under the provisions of this clause, it is determined for any reason

that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the VCFPD, be the same as if notice of termination had been issued pursuant to such cause.

**6.5 CONSEQUENCES OF TERMINATION:** In this event, all finished and unfinished documents, and other materials prepared by Contractor shall become the sole property of the VCFPD, and Contractor shall be entitled to receive reasonable compensation for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed the amounts payable to date of termination, reduced by the amount of damages sustained by VCFPD by reason of such breach. Notwithstanding the above, Contractor shall not be relieved of liability to VCFPD for damages sustained by VCFPD by virtue of any breach of this agreement by Contractor, and VCFPD may withhold any reimbursement to Contractor for the purpose of offsetting until such time as the exact amount of damages due VCFPD from Contractor is agreed upon or otherwise determined.

**6.6 LEASES:** All lease obligations, unless expressly guaranteed by VCFPD, are allowable contract costs only for the period of contract performance.

**6.7 OPTION TO EXTEND SERVICES.**

**6.7.1** One to three months-end of contract period:

The services described in the Statement of Work (Section C) may extend in one or more increments for a total of no less than one and no more than 3 calendar months at the discretion of the District Administrator. Each extension shall be effective by written contract modification delivered to the Contractor no less than 15 calendar days prior to expiration of the contract.

The rates set forth in the pricing Section D (or budget) shall apply to any extension made pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to availability of funding.

**6.7.2** One additional five year period:

The VCFPD shall have the option to extend this Agreement up to (1) additional five-year period at the prices negotiated for the work requirements. The additional contract period shall be from May 1 through April 30 annually, and in the event of exercise of any of this option, the Contractor shall grant the above one to three month extension at the price of the most recent price, provided the VCFPD provides a 30 day written notice of its intent to exercise the option. All payments are subject to the General Terms and Conditions clause entitled "Availability of Funding".

**SECTION C. STATEMENT OF WORK**

**1. GENERAL STATEMENT OF REQUIREMENTS**

1.1. Contractor is responsible to provide all management, personnel, facilities, equipment, material, and

supplies for Advanced Life Support (ALS) ambulance services for the Valley Center Service Areas and surrounding communities as stipulated (hereafter referred to as the Valley Center Service Area) (VCSA). Additionally, the service provider shall provide billing services, interface with fire department first responders, community education services, and shall participate in quality assurance activities.

All subcontracts for ALS services entered into by Valley Center Fire Protection District (VCFPD) shall be in writing and the subcontractor shall deliver such services in accordance with Title 22 of the California Code of Regulations, Division 9, Chapter 4. A copy of any such subcontract shall be provided to County

No such subcontract shall act to terminate any legal responsibility of the VCFPD to County to assure complete performance of all activities and functions required of VCFPD under this agreement.

1.1.1. The service area to be covered by this procurement covers a large, but sparsely populated region within San Diego County, and includes the Valley Center Fire Protection District, the Deer Springs Fire Protection District, the Yuima Municipal Water District, and a number of other communities considered to be in the back country East of Valley Center. These areas include, the San Pasqual Reservation, Rincon Reservation, La Jolla Reservation, Los Coyotes Reservation, Santa Ysabel Reservation, Pala Reservation, Pauma Reservation, Mesa Grande Reservation, Palomar Mountain, Warner Springs, Sunshine Summit, Ranchita, Oakgrove, and Lake Henshaw communities.

The geographic boundaries are roughly identified as all areas East of Deer Springs I-15 corridor up to the Anza Borrego Desert/Borrego Fire District boundaries. This includes Hwy 76 from Pala to Morettis Junction, Hwy 79 from Riverside County line, South to Santa Ysabel, S-2 and S-22 from Hwy 79, East through the community of Ranchita and Southeast to about six miles West of Scissors Crossing.

1.1.2. The region is approximately 870 square miles and is inhabited by approximately 80,000 residents. In addition, there is considerable influx of non-residents into the area, many enter the region to participate in, or travel to activities offered in the area, such as the Anza-Borrego State Park, the Palomar Mountain National and State Forest/vacation opportunities are also offered in the back country areas.

1.1.3. Call volume statistics: The VCSA generates about eight (8) medical emergency calls daily.

1.1.4. The VCSA is a region in which moderate growth is projected.

## **2. APPENDICES**

The following Appendices are incorporated by reference into this Statement of Work:

2.1. Appendix I -Service Area Map

2.2. Appendix 2 -Submittals, Records, and Reports

2.3. Appendix 3 -Publications, Regulations, and Mandatory Requirements

## **3. FACILITIES. EQUIPMENT. MATERIAL AND SUPPLIES**

3.1. Contractor shall obtain and use County prehospital report forms or the framework for an electronic data collection system in accordance with California Code of Regulations, Title 22, Division 9, Chapter 4.

3.2. Contractor shall:

3.2.1. Provide all facilities, equipment, material, and supplies, as well as any other resources the Contractor deems necessary to accomplish the work requirements of this contract.

3.2.2. Make arrangements for dispatch of ambulances through recognized dispatch center.

3.2.3. Provide all maintenance, repair and replacement for facilities, equipment and supplies used by the Contractor in performance of this contract.

3.2.4. Provide for daily maintenance of the ambulance vehicle(s). Daily maintenance shall include, but not limited to: routine daily checks of tire pressure and condition; coolant and oil and fuel levels; and electrical system condition.

3.2.5. Obtain and maintain throughout the term of the contract appropriate vehicle and other insurance required by Section B.

3.2.6. Install and use an automated or manual maintenance program and record keeping system. The records shall be available for VCFPD analysis and inspection. Such program shall identify contracts for routine upkeep, maintenance, and routine checks of vehicles and back-up vehicles.

3.2.7. Provide uniforms and safety equipment for all employees. Uniforms and safety equipment shall include appropriate safety uniforms and equipment, including turn-outs and flash gear, gloves, helmets, etc.

3.2.8. Obtain VCFPD prior approval of the form and the content of all forms of public information materials used by the Contractor relating to services provided under this agreement.

#### **4. SUBMITTALS**

4.1. Contractor shall provide all Submittals listed in Appendix 2 prior to the start of each option period and provide up-dates as required throughout the contract period.

4.2. Private, not for profit agency Contractor shall submit a list of names and addresses to the VCFPD each time there is a change. Board of Directors meetings shall be announced in advance and be open to members of the community and County staff. Minutes of the Board of Directors meetings shall be provided to the County as part of the quarterly program report.

#### **5. RECORDS, REPORTS, PUBLICATIONS, REGULATIONS AND MANDATORY REQUIREMENTS**

5.1. The Contractor shall prepare and maintain the Records and Reports identified in Appendix 2. Appendix 3 lists Publications, Regulations and Mandatory Requirements, which shall be adhered to for all work herein.

## **6. SERVICES**

6.1. Advanced Life Support (ALS) ambulance services. The Contractor shall:

6.1.1. Provide Advanced Life Support (ALS) ambulance service to the VCSA.

6.1.1.1. The ALS ambulance services shall be on a 24 hours per day, 7 days a week basis.

6.1.1.2. The minimum service level shall be the equivalent to one (1) unit ready, at all times, to perform service in area defined in Appendix 1. Unit(s) shall be staffed by two Paramedics. The EMS Duty Officer is to be notified immediately of any exceptions to this provision.

6.1.1.3. ALS unit(s) shall be fully equipped ambulances in accordance with California Highway Patrol, San Diego County Ambulance Ordinance, and local policy requirements. Each ambulance shall be permitted under the San Diego County Ambulance Ordinance. Each vehicle shall have the capacity to deliver the level of service required by this contract. Each ambulance shall be properly licensed and insured as required by the Department of Motor Vehicles.

6.1.1.4. One of the ambulance units described above shall remain fully stocked and equipped as an ALS unit to serve as a reserve unit when a primary unit requires normal maintenance or unscheduled repairs. This unit shall be stationed at the ambulance post located in or near VCSA.

6.2. Within the VCSA, the Contractor shall respond to all calls for medical aid made via the 9-1-1 system, and shall meet the community standard for response times within the County. The standard is a maximum ALS response time of thirty (30) minutes, zero seconds, 90% of the time for all areas within the exclusive operating area until such time as population increases and other development can support the deployment of additional ALS units.

6.2.1. Exemptions from the standard described in above within the SOW, may be permissible for the following circumstances:

6.2.1.1. If a call for medical aid is downgraded from a Code-3 response.

6.2.1.2. Mutual Aid calls require the contractor's best efforts for appropriate response.

6.2.1.3. Any unusual circumstances beyond the Contractor's control, including, fires, heavy rain or fog, or disasters.

6.2.1.4. Second arriving unit or more to a single incident.

- 6.2.1.5. Train and/or multiple passenger buses.
- 6.2.1.6. Unannounced and ongoing road improvements and road closures.
- 6.2.1.7. Gated Community, if gate is not operable or no access.
- 6.2.1.8. Monte Vista (CAL FIRE), North County Dispatch Joint Powers Authority (NCDJP A) and/or Heartland Dispatching errors.
- 6.2.1.9. Incorrect or inaccurate dispatch information received from the calling party or 9-1-1 public safety answering point.
- 6.2.1.10. Unavoidable delays caused by traffic congestion where no other alternate route is available, or as a result of a vehicle accident to which the responding units have no alternate access.
- 6.2.1.11 Other circumstances identified and agreed to by Contractor by County COTR or designee.
- 6.2.1.12. Chute time for the ALS ambulance leaving the station shall not be greater than the chute time standard established for the first responders within the Valley Center Services Area.
- 6.2.1.13. A Response Time Exception Form shall be submitted to the VCFPD for all incidents over the 30-minute response time requirement. The VCFPD or designee will be responsible for determining which incidents, including responses to low population density areas, will be granted exemptions from Response Time Standards.
- 6.2.1.14. Contractor shall submit a quarterly report to the VCFPD providing ALS response times and granted exemptions. The report shall be submitted within 30 days after the end of the quarter.

### 6.3. Personnel

Each Paramedic will hold a valid California Paramedic license and be appropriately accredited to practice as a Paramedic in San Diego County by the County EMS Medical Director. Each EMT shall be appropriately certified in the State of California.

6.3.1. Contractor shall designate an on-site Program Manager and liaison person. The Program Manager shall have an overall grasp of the entire operation, be responsible for day-to-day operations, perform information review and gathering, and report generation and analysis.

6.3.1.1. The Program Manager shall represent the VSCA to the public and other public service agencies, participate in various planning groups, and have full authority to speak and act on behalf of the Contractor. Program Manager's position shall require providing emergency pre-hospital care, such as a minimum of three (3) years experience as an EMT, Paramedic, or EMS Manager.

6.3.1.2. The clinical requirements governing this Contractor are those specified in State and County rules, regulations, policies, procedures and protocols, relating to the operation of ALS emergency ambulances.

6.3.2. The Contractor shall ensure that its employees adhere to operational protocols and procedures established by the County of San Diego.

6.3.3. Contractor shall ensure that management and supervisory personnel attend appropriate base hospital meetings, quality assurance forums, and other ancillary meetings as prescribed by the County.

6.3.4. Contractor shall ensure that its employees are provided access to a complete set of operational policies and procedures outlining the standards adopted by the Contractor, and setting forth policies and procedures specific to the Contractor's operation. VCFPD shall be provided with a complete set of these policies and procedures and any updates as they occur (see Appendix 3).

6.3.5. Contractor shall employ and retain sufficient numbers of experienced employees with expertise to operate units at the required level. Only on rare occasions shall exceptional circumstances (e.g., labor action, documented occurrence of excessive sick leave usage) cause the Contractor to fail to staff an ambulance called for in the status plan. Contractor shall immediately notify the VCFPD of such circumstances.

6.3.6. Contractor shall implement personnel policies and mechanisms to retain a qualified work force which is vital to the maintenance of superior EMS care. Because of the wide variety of management practices which may be used effectively, no other specific requirements regarding work schedules and working conditions are established. Contractor is responsible for any and all labor-management disputes.

6.3.7. Contractor shall ensure that employees meet all continuing education, recertification, relicensure and accreditation requirements established by the State of California and County of San Diego.

6.3.8. Contractor shall not routinely schedule any ambulance Paramedic or EMT to work continuously more than 48 hours within any 60-hour period.

6.3.9. Contractor personnel shall exhibit professional and courteous conduct at all times.

6.3.10. Contractor shall assure that personnel are familiar with VCSA.

## **7. QUALITY ASSURANCE.**

7.1 Contractor shall develop and submit to the County, a written Quality Assurance/Quality Improvement (QA/QI) Plan thirty (30) days after contract execution and thirty (30) days after each annual contract renewal date thereafter per County of San Diego Emergency Medical Services Policy S-004.. The QA/QI plan shall describe the process for continually assessing the Contractor's effectiveness in accomplishing the goals and

objectives for this program. The program shall include written policies and procedures for an internal QA/QI Committee, a mechanism and timeline for obtaining client feedback (if applicable), identification of the QA/QI program structure, process, desired outcome, and documentation of activities.

7.1.1 **QA/QI Committee:** The QA/QI Committee shall develop, review, and revise the QA Plan on an annual basis. In addition, the QA/QI Committee shall continually assess and make recommendations regarding the improvement of program services. The committee shall, at a minimum, be responsible for developing plans of corrective action for identified program deficiencies, discussing and acting upon process and outcome data results, and results from client feedback.

7.1.2 Contractor shall maintain a comprehensive ALS QA/QI Program designed to identify potential or existing clinical, operational, or equipment problems and shall participate in the EMS System Quality Improvement Program. The components of this program shall include: regular evaluation of patient care activities, review of operational, administrative and procedural activities of the system, accurate determination of training needs of individuals and the system as a whole; and identification and reporting of significant patient care issues to the base hospital and/or the EMS Medical Director.

## **8. BILLING SERVICES.**

8.1. Contractor shall operate or subcontract for a billing and accounts receivable system for billing of services provided. The services shall be well documented, and records shall be available for inspection and audit.

8.2. The Contractor's records shall link payments to the calendar month from which the receivable was accrued and be included in the monthly report described in Appendix 2.

8.3. The Contractor shall bill and collect the amount for ALS level transports in accordance with a fee schedule approved by the VCFPD and which is comparable to the usual and customary fees for such services in this region.

8.4. The Contractor shall use the fee schedule submitted with the proposal, after approval by the District Administrator and shall submit any further modifications to this schedule to the District Administrator for approval prior to the implementation of any changes.

8.5. Contractor may retain all revenues derived from the billing of services provided within the service area.

8.6. Contractor shall submit to the VCFPD within ninety (90) days after the end of each County fiscal year (June 30) financial statements for the Valley Center Fire Protection District service area operation for all expenditures and revenues as audited by a Certified Public Accountant (see Appendix 2). The information provided by the Contractor will become property of the VCFPD and may be released by the VCFPD as public information.

## **9. COMMUNITY AND PUBLIC EDUCATION**

9.1. The Contractor shall maintain a community and public education program directed toward the residents of the service area. This program shall have as its goals such topics as home safety, seat belt usage, proper utilization of 9-1-1 and the Emergency Medical

Services System, CPR instruction, and shall attempt to foster good will and cooperation between the community at large.

## **10. MUTUAL AID AGREEMENTS.**

10.1. The Contractor shall assist the County in maintaining or establishing automatic/mutual aid agreements with neighboring BLS or ALS providers and jurisdictions.

## **11. TRAINING.**

11.1. Contractor shall maintain a comprehensive driver-training program for its staff.

11.2. Contractor shall participate in disaster and medical operations training with area first responders. The training program, the number of instruction hours and the training program's system for integration into the Contractor's operation will be reviewed and is subject to the County's approval on an annual basis.

11.3. Contractor shall use best efforts to provide education activities for local area first responders designated to upgrade or maintain first responder skills and provide smooth transition of care from first responder to transporting agency.

## **B. DISPATCH OPERATIONS**

Dispatch services for all of the VCSA 9-1-1 calls are provided by CAL Fire. All calls will be received by the Contractor via radio page. In addition, the Contractor must provide for direct radio communication with the Base Station Hospitals, including **Palomar Medical Center**. The designated contractor must provide all station, hand held, and on-board ambulance radios. Contractor may negotiate dispatch services with CAL Fire, or other dispatch agencies.

## **C. DEFINITIONS AND ACRONYMS**

1. **Advanced Life Support (ALS)** shall mean special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital. (Health and Safety Code Section 1797.52).

2. **Ambulance** shall mean a motor vehicle arranged and equipped according to California Highway Patrol and County of San Diego EMS policies and specifications in accordance with the San Diego County Ambulance Ordinance.

3. **Basic Life Support (BLS)** shall mean emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life

without invasive techniques until the victim may be transported or until advanced life support is available.

(Health & Safety Code Section 1797.60).

4. **Base monthly service charge** shall mean the fixed monthly fee, if any, payable to the Contractor unless specific arrangements for graduated payments are negotiated and set forth in the agreement.

5. **Code 3** shall mean emergency response to or from an incident with red lights and siren as prescribed in the State of California Vehicle Code.

6. **Valley Center Service Area** refers to the Valley Center Fire Protection District, Deer Springs Fire Protection District, Yuima Water District-JPA, San Pasqual Reservation, Yuima Reservation, Pauma Reservation, La Jolla Reservation, Los Coyote Reservation, Santa Ysabel Reservation, Mesa Grande Reservation, Palomar Mountain, Warner Springs, Ranchita, Oak Grove, Lake Henshaw, and surrounding communities.

7. **Branch** shall mean the County of San Diego Emergency Medical Services Branch.

8. **County EMS** refers to the County of San Diego Emergency Medical Services Branch.

9. **Paramedic** shall mean personnel trained in advanced life support techniques with current California licensure and current San Diego County accreditation as an "Paramedic" pursuant to the California Health and Safety Code and the California Regulations Code, Title 22.

10. **Response time** is calculated from the time that a dispatch is completed until the time the ambulance first arrives at the scene and notifies dispatch. For the purpose of response time calculations, time will be rounded up to the next minute. A response clocked at 10:01 is counted as an 11-minute call.

11. **Chute time** shall mean a period of time between the notification of a dispatch, and the response to said dispatch, (wheels turning).

## **APPENDIX 2 -FACILITIES, EQUIPMENT, MATERIALS AND SUPPLIES**

Contractor shall provide, at Contractors expense, all facilities, equipment, material and supplies described below. Additionally, VCFPD shall furnish additional resources as described below. Contractor shall provide other materials and equipment not specifically stated but necessary to the implementation and maintenance of this ambulance service.

### **The Contractors requirements include, but not limited to the following:**

1. Ambulance Locations -The Contractor shall locate all ALS transport units as the VCFPD and Contractor deem necessary to ensure adequate compliance with the response time requirements.
2. The Contractor shall provide ALS transport units, completely stocked and equipped with ALS equipment in service, at all times. All transport units shall be fully equipped in accordance with California Highway Patrol San Diego County Ambulance Ordinance, and

local policy requirements. Each ambulance shall be permitted under the San Diego County Ambulance Ordinance. Each vehicle shall have the capacity to deliver the level of service required by this contract. Each ambulance shall be properly licensed and fully insured as required by the Department of Motor Vehicles.

3. Communications equipment including a VHF radio meeting County specifications and dispatch center's frequency and hardware requirements and, County RCS 800mHz EMS radio system.

4. The Contractor shall be responsible for all maintenance costs and insurance costs.

5. The Contractor shall provide a **"one for one"** restock program for all first response units.

6. Contractor shall provide all billing and associated cost billing statements.

### **APPENDIX 3 -SUBMITTALS**

**1. EXPENDITURE PLAN** - Delivered to the Valley Center Fire Protection District 180 days prior to the start of the 5-year option period.

**Note:** VCFPD will analyze expenditure plan and prepare appropriate resolutions if the VCFPD plans to exercise the option of an extension.

**2. JOINT OPERATING POLICIES AND PROCEDURES** - Due 30 days after contract award.

**3. AUDITED FINANCIAL STATEMENTS** -Due 90 days after end of VCFPD Fiscal Year (June 30)

### **APPENDIX 4-RECORDS AND REPORTS**

**Specified records and reports shall be submitted to the VCFPD District - Fire Administrator.**

**1. FINANCIAL STATEMENTS FOR THE VALLEY CENTER SERVICE AREA** - Submit (90) ninety days after the end of each VCFPD fiscal year June 30). The audit shall include all of the Valley Center Service Area expenditures and revenues and validity of overhead and management fees and be audited by an independent Certified Public Accountant. Information provided by the Contractor to the VCFPD shall become the property of the VCFPD and may be released by VCFPD as public information. The Audit will be presented to the VCFPD Board of Directors at a regularly scheduled. Board meeting by management personnel of the provider.

**2. MONTHLY SUMMARY DATA for the VCFPD** - Shall be submitted with monthly invoice and shall consist of information regarding the number of transports and non transports, type of medical calls, response times, transports by location hospital, use of BLS and or/ALS ambulances and, missed calls. No patient identification will be provided. Contractor shall utilize the EMS on-line electronic pre-hospital patient record for input of run data as

prescribed under current EMS policies and procedures. Monthly summary data shall be sent to the VCFPD -District Administrator by the tenth (10<sup>th</sup>) day of each month.

**3. EMPLOYEE CERTIFICATIONS/CREDENTIALS** - Contractor shall ensure that all its employees are appropriately certified and credentialed and shall maintain a record of their certifications and credentials for review by the VCFPD and County EMS staff.

**4. REPORT OF DELAYED RESPONSE TIMES in the VCSA** - Each month the Contractor shall provide VCFPD with written reports of delayed response times over the 90% limit. Contractor shall identify cause of such extended response times and document Contractor's efforts to eliminate repetition of the cause for poor response time performance. This information shall be submitted by the tenth (10th) day of each month to the VCFPD - District Administrator.

**5. PROOF OF INSURANCE** - Annual insurance statements and proof of continued insurance coverage shall be submitted at the start of the contract and annually on the anniversary of the contract start date to the VCFPD-District Administrator.

## **APPENDIX 5 - PUBLICATIONS, REGULATIONS, MANDATORY REQUIREMENTS**

Contractor shall comply with the following publications, regulations and mandatory requirements and with subsequent revisions or updated versions.

1. Valley Center Service Area (VCSA) Program Policy, Service Delivery Plans, Models, Directions and VCSA Operational Policies.
2. California Certification Licensure Requirements
3. County Accreditation
4. Clinical Requirements, State and County
5. Protocols, Procedures, and Policies, County of San Diego Division of E.M.S.
6. Standards

Communications Equipment Specifications; will be discussed with successful bidder.

## **SECTION D - ANNUAL BUDGET**

1. RFP -Contractor's Annual Budget
  - 1.1 A program budget **must be** submitted with this proposal for each year with costs listed and itemized in areas of major cost centers. Any items which may be the basis for rate increase negotiations during the life of the contract must be clearly defined and outlined. Each agency is encouraged to present its budget in as clear a fashion as possible for review by the Source Selection Committee.
  - 1.2 Attach a **Fee For Service** schedule which is comparable to the usual and customary fees usually charged for such services in this region.

## **SECTION E - PROPOSAL TERMS, CONDITIONS, SUBMITTAL REQUIREMENTS, AND EVALUATION FACTORS**

### **I. PRICING OF PROPOSAL**

All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected but shall be initialed in ink by the person signing the proposal.

The offeror's proposal shall be valid for 120 days from the date of proposal submission.

Separate price proposal is not required.

### **II. SIGNATURE**

A. All proposals must include the following certification statement and be signed with the firm name and by an authorized officer or employee. Obligations committed by such signatures must be fulfilled. This proposal must also indicate name and phone number of person authorized to respond to questions or negotiate for the proposer.

B. Certification Statement: "All statements contained in the response are factual and correct as of the date submitted. This shall constitute a warranty, the falsity of which shall entitle the awarding agency to pursue any remedy authorized by law, which shall include the right, at the option of the awarding agency, of declaring any contract made as a result thereof to be void."

### **III. UNNECESSARILY ELABORATE PROPOSALS BY OFFERORS**

A. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work and expensive paper and binding, and expensive visual or other presentations are neither necessary nor desired.

B. This Request for Proposal and offeror's proposal does not commit the VCFPD to award, nor does it commit the VCFPD to pay any cost incurred in the submission thereof nor procure or contract for services or supplies. Furthermore, no reimbursable cost may be incurred in anticipation of award.

### **IV. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWAL OF PROPOSALS**

A. Any proposal received at the VCFPD office designated in the solicitation after the exact time specified for receipt will not be considered unless:

B. It was sent by mail and it is determined by the VCFPD that the late receipt was due solely to mishandling by the VCFPD after receipt at the VCFPD office; or

C. It is the only proposal received.

- D. Any modification of a proposal except a modification resulting from the VCFPD Officer's request for "best and final" offer, is subject to the same conditions as the initial submission.
- E. Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the proposal prior to the award.

**V. EVALUATION AND AWARD**

- A. The contract will be awarded to the responsible, responsive offeror whose offer conforms to the solicitation and which will be in the opinion of the VCFPD, the most advantageous to and in the best interests of the VCFPD, price and other factors considered.
- B. The VCFPD reserves the right to reject any and all offers, to waive informalities and minor irregularities in offers received, to accept other than the lowest offer.
- C. The VCFPD may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations.

**VI. PROPRIETY INFORMATION**

All proposals become the property of the VCFPD. If any propriety information is contained in or attached to the written proposal, it must be clearly identified.

**VII. SUBMISSION OF PROPOSAL**

- A. It is understood and agreed upon by the proposer in submitting a proposal that the VCFPD has the right to withhold all information regarding this procurement, including but not limited to: the number of proposals received, competitive technical information, competing price information, and VCFPD evaluation concerns regarding competing proposals until after contract award.
- B. Each offeror shall submit an original and 10 copies of the proposal. Mark the original and copy, as appropriate. Ensure that each copy is securely fastened, submitted in a sealed envelope or box with the name of the proposer and the RFP number on the outside of the envelope.

**VIII. PROPOSALS SHALL BE SUBMITTED IN A FORMAT WHICH CONFIRMS TO THE FOLLOWING:**

- A. Proposals shall be limited to 50 pages excluding mandatory items: The responses to the Statement of Work, the Proposal Budget, references, job descriptions, resumes, etc, should be referenced in a Table of Contents.
- B. Proposal pages shall be numbered consecutively.

- C. Samples, literature and other materials may be submitted as appendices. Offerors are cautioned that evaluations may be made solely on the basis of the proposals and the budgets.
- D. The technical proposal should enable VCFPD management personnel and Selection Committee Members to make a thorough evaluation to determine whether the proposal meets VCFPD requirements. The technical proposal should be so specific, detailed, and complete that it clearly and fully demonstrates that the offeror has a thorough understanding of the VCFPD requirements (Section C, Statement of Work) and the experience and knowledge to meet those needs.

It is expected that the narrative proposal shall be sufficiently detailed to describe how you propose to comply with applicable RFP requirements and shall include a full explanation of the proposed techniques, disciplines, and procedures. Statements to the effect that the offeror understands, can or will comply with the requirements or statements that merely "parrot" the RFP are and will be considered inadequate. Phrases such as "standard procedures will be employed" or "well-known techniques will be used" do not provide any indication of proposers ability to perform the required work. Any previously submitted data or evaluators prior knowledge will not be considered and therefore the submitted proposal should stand on it's own merit.

## **IX. EVALUATION FACTORS**

The evaluation of proposals does not constitute any form of commitment by the District. The following factors will be considered in descending order of importance in the evaluation of an Offeror's technical proposal. The proposal must give, clearly and in sufficient detail, information to enable evaluation based on these factors. Although some factors are weighted more important than others, all factors are considered necessary for evaluation of technical acceptance. Therefore, an Offeror must be technically acceptable in each area to be eligible for award. The District reserves the right to request clarification or additional information from an Offeror if necessary.

### **1 Proposed Fee/Price**

The price will be evaluated based on the proposed cost of providing sufficient personnel and equipment to provide 24 hour a day, seven day a week response capability.

### **2 Understanding of the Problem and Soundness of Approach**

This evaluation of the proposal will be based on the demonstration of the Offeror's understanding of the proposed plan of work and the Offeror's demonstrated capability to provide advanced life support ambulance services. The Offeror's proposed service delivery system will be an important evaluation factor.

### **3 Quality Control Plan**

Offeror's proposed plan provides for an inspection system covering required services. Included in this approach shall be a means of quantifiably evaluating the success of the program. The proposed plan provides for a method of identifying and preventing deficiencies in quality of service performed and a method for ensuring compliance with

pertinent federal, state and local laws and regulations. Offeror provides a method of ensuring uninterrupted services in the event of a strike of the Offeror's employees.

4 Experience

The Offeror must demonstrate recent experience in providing services of similar size and scope outlined in the "Statement of Work". Successful experience in the performance of such services will be an important factor to be used in evaluating the qualifications of the offeror to perform the work set forth in the "Statement of Work". Experience of all key personnel, corporate resources (such as equipment and vehicles and other than personnel) to be used on this program, and plans for staff training and development will be considered.

5 Performance Record

Evaluation of the proposal will be based upon prior successful experience in projects of a similar nature and scope. References must be included by the offeror which can be contacted for an assessment of past client satisfaction. Offeror provides a listing of any contract that has been cancelled, terminated, or not renewed within the last five years, including any pending or threatened litigation in which the offeror is or may be a party.

6 Capability

The Offeror's proposed plan will be evaluated on the size and structure of the firm, the financial condition of the firm as demonstrated by financial records, and the Offeror's proposed staffing pattern and adequacy of staff.

7 Conformance with RFP requirements

The Offeror's proposal is properly organized in content and sequence, and the proposal contains all required forms and statements.

X. INTERVIEWS/INSPECTION

The District reserves the right to interview personnel and/or physically inspect the facilities of any or all firms who submit proposals to assist in the selection process. Offerors may be requested to give an oral presentation to the Source Selection Committee before final recommendations are made.

XI. NON-CONFORMING PROPOSALS

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if a proposal does not comply with the requirements of the Request For Proposals. The failure to comply with the technical features, and acknowledgement of receipt of amendments, are common causes for holding proposals non-conforming.

**XII. KNOWLEDGE OF PROPOSAL CONDITIONS**

Before submitting a proposal, offerors shall carefully read all sections of this RFP, including all forms, schedules and exhibits, visit the sites of work, and shall fully inform themselves as to all existing conditions and limitations.

**XIII. DUTY TO INQUIRE**

Should an offeror find discrepancies in or omissions from the RFP plans, specifications or other documents, or should the offeror be in doubt as to their meaning, the offeror shall at once notify the VCFPD, District Administrator in writing. Should it be found that the point in question is not clearly and fully set forth, a written Addendum will be sent to all persons receiving the RFP documents. The VCFPD will not be responsible for any oral instructions nor for any written materials provided by any person other than the VCFPD District Fire Chief or His/Her designee.

**XIV. EXPLANATION TO OFFERORS**

Any explanation desired by an offeror regarding the meeting or interpretation of the solicitation must be requested in writing and with sufficient time allowed for the reply to reach offerors before the submission of their offers. Oral explanations or instructions will not be binding. Any information provided to any prospective offeror concerning a solicitation will be furnished to all prospective offerors in an amendment of the solicitation.

**XV. PROTEST PROCEDURE**

VCFPD and County policy requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place. Protests must be submitted to the VCFPD, District Administrator within five (5) days of posting of notice of contract award, in accordance with Board of Supervisor's Policy A-97 titled "Protest Procedure of Consulting or Service Contract and Negotiated Material Contracts". Copies of the Board of Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.

**XVI. DEBRIEF AND REVIEW OF CONTRACT FILES**

- A.** When a proposer has been notified by the VCFPD, District Administrator that the proposal is no longer being considered for award, the proposer may request a debrief from the VCFPD, District Administrator on the findings about one proposal with no comparative information about proposals submitted by others.
- B.** After contract award, any interested party may make an appointment to review the files to look at all Proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by reviewer will be prepared and sold to the requestor at current VCFPD prices for such information.