

**REQUEST FOR PROPOSALS (PHD 10-06)**

**FOR**

**ADVANCED LIFE SUPPORT FIRST RESPONSE AND PARAMEDIC AMBULANCE TRANSPORTATION  
FOR THE COUNTY'S EXCLUSIVE OPERATING AREAS  
(excluding the City of Palo Alto and "Stanford Lands" parcels).  
SANTA CLARA COUNTY, CALIFORNIA**

~~COUNTY OF SANTA CLARA, BOARD OF SUPERVISORS~~

Donald Gage

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Dave Cortese

Ken Yeager

Liz Kniss

Jeffrey V. Smith, County Executive

**COUNTY REQUEST FOR PROPOSALS**

**DATE:** April 16, 2010

**PLACE:** Santa Clara County EMS Agency  
976 Lenzen Avenue, Suite 1200  
San Jose, CA 95126

**TIME:** 3:00 PM

## SECTION 1. SCHEDULE

ISSUE AND ADVERTISE RFP .....	April 16, 2010
LAST DATE TO SUBMIT QUESTIONS FOR PRE-PROPOSAL CONFERENCE .....	April 30, 2010
PRE-PROPOSAL CONFERENCE.....	April 30, 2010
QUESTION DUE FROM PRE-PROPOSAL CONFERENCE .....	May 4, 2010
ADDENDA ISSUED (If necessary) .....	May 11, 2010
CREDENTIALS DUE.....	May 17, 2010
CREDENTIALS REVIEWED .....	May 17 through May 24, 2010
CREDENTIAL NOTIFICATIONS .....	May 24, 2010
PROTEST PERIOD FOR CREDENTIALS .....	May 24 to June 1, 2010
RFP PROPOSALS DUE .....	June 16, 2010
PROPOSAL EVALUATION .....	June 17 through July 14, 2010
PROPOSER PRESENTATIONS (If Necessary) .....	June 30, 2010
WINNING PROPOSAL IDENTIFIED .....	July 14, 2010
BEGIN NEGOTIATIONS WITH SELECTED PROPOSER .....	September 1, 2010
TENTATIVE NEGOTIATIONS COMPLETE .....	November 5, 2010
NOTICE OF INTENT TO AWARD.....	November 5, 2010
PROTEST PERIOD.....	November 5 through 22, 2010
PROTEST PERIOD COMPLETE .....	November 22, 2010,
BOARD OF SUPERVISORS APPROVAL.....	December 7, 2010
PROGRAM START-UP PERIOD .....	Through June 30, 2011
CONTRACT START DATE.....	July 1, 2011

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**SECTION 3. REQUEST FOR PROPOSAL**

**REQUEST FOR PROPOSALS**  
**ADVANCED LIFE SUPPORT FIRST RESPONSE AND PARAMEDIC AMBULANCE TRANSPORTATION**  
**FOR THE COUNTY EXCLUSIVE OPERATING AREA.**

**A. INVITATION**

The County of Santa Clara (hereafter, "County") is requesting proposals from qualified proposers to provide exclusive advanced life support first response and paramedic ambulance services for the County's Exclusive Operating Area described in Section 3.D.2. The County's Exclusive Operating Area excludes the City of Palo Alto and the associated "Stanford-Lands" parcels.

The County seeks proposers with the expertise and professional judgment to achieve and maintain high levels of performance and low prices, and also with the ability to make ongoing improvements to the local EMS system. "Expertise and professional judgment" in this context means the bundle of compensation programs, shift schedules, personnel policies, management competencies, ambulance deployment techniques, and other internal matters which, taken together, differentiate the proposer from other proposers and provide the best quality at the most reasonable price. The County recognizes that different proposers may employ different methods with equal success. By allowing each proposer to select, employ and change its production methods, the County hopes to promote innovation, efficiency and superior levels of performance.

The County will use a two phase evaluation process. Proposers meeting the Phase 1 minimum requirements described in Section B will be eligible to participate in the Phase 2 evaluation process. Proposers that do not meet the Phase 1 minimum requirements will be ineligible to participate in Phase 2 of the RFP evaluation process. A description of the Phase 1 and Phase 2 evaluation processes are located in Section 7 of the RFP.

**B. PHASE 1—MINIMUM REQUIREMENTS**

Proposers must meet the following minimum requirements in order to participate in Phase 2 of the evaluation process:

**1. Seamless Service Required**

The EOA (as defined in Section 3.D.2) was created to provide standardized, quality, and seamless emergency medical care services to County residents. It is essential that the EOA not become fragmented in operational practices, clinical care, financing, or service provision. Proposers must provide comparable and seamless services throughout the EOA. Proposals which may disparately impact portions of the EOA or its solvency may be eliminated from consideration.

**2. Licensing and Certification.**

Proposers must provide evidence that they can obtain all licenses and certifications required to operate an ambulance service.

**3. Background Investigation Required**

Proposers must submit written authorization to the County allowing the County to review the background of both the proposer and all of the individuals managing the operations of the proposer.

**4. Experience Required**

Proposers must submit documentation that the proposer, as a sole agent or as partner with another agency, department, corporation, or business entity, has experience managing an emergency high performance ambulance service in a community with a population of at least 1,000,000 residents. Documentation should include a list of communities in which the service is offered and the names, addresses and phone numbers of the directors and contract officers or designated public officials with oversight responsibility.

**5. Verifiable Response Time Performance**

Proposers must submit independently verifiable documentation of maximum (fractile) response time performance, fines paid, and the number of responses provided for a community meeting the requirements of Section 3.B.4. A brief description of the community, its EMS system and the services provided by the proposer must be included.

**6. Evidence of Sufficient Initial Operational Resources**

Proposers must provide documentation and evidence that the proposer has the financial ability to deliver the requisite ambulance services to the County for up to 120 days following the first day of the term of the contract without receiving any revenue for those services.

**7. Regulatory Compliance**

The proposer shall disclose any and all regulatory investigations, findings, actions, complaints and their respective resolutions (which have occurred within the last five years) to which proposer, its parent company, or the affiliates of proposer's parent company have been subject. Proposer will specifically include details regarding any and all emergency (9-1-1) contract terminations within the last five years. Additionally, the proposer will detail the circumstances and resolution of any contract disputes or notices of non-compliance.

**8. Litigation**

The proposer will provide a detailed list of all litigation in which the proposer, its parent company or the affiliates of proposer's parent company are involved or have been involved during the last five years. Litigation means claims made by or against it including mediation, arbitration, or administrative actions, and the resolution of those claims. Notwithstanding the foregoing, the resolution terms of any litigation as defined in this Section 3.B.8, are not required to be disclosed under this RFP if disclosure of such resolution terms are precluded by law or the terms of a settlement agreement.

**9. Incident Command System (ICS) Competence**

The proposer shall describe how the proposer will ensure that contractor's personnel are properly trained in the use of the Incident Command System.

**10. Mass Casualty Competence**

The proposer shall describe how the organization will respond to mass casualty events and the on-site coordination of patient transport and EMS system support services.

**11. Compliance with Emergency Management Standards**

The proposer shall describe how the proposer will ensure that the organization and its staff are in compliance with the California Standardized Emergency Management System and National Incident Management System.

**12. Performance Security Provisions in Contract**

Proposers must specify the type of performance security they will provide the County. Performance security in the amount of \$5,000,000 must be provided to the County to ensure continued delivery of services should Santa Clara County EMS be required to takeover delivery of Ambulance Services in the event of a breach of contract. Performance

security can take one of three forms: (a) cash, (b) letter of credit or (c) performance bond. The parties shall incorporate a provision in the final contract between the proposer and County which states that because it will be impracticable to determine the actual damages in the event of proposer's breach, that the \$5,000,000 is a reasonable estimate of total liquidated damages to be incurred by the County in the event of a breach and are not a penalty.

**C. PHASE 2—TECHNICAL EVALUATION OF PROPOSALS**

Proposals that have met the minimum requirements of Phase 1 will be eligible for evaluation under Phase 2. Proposers eligible for the Phase 2 evaluation process will submit the remaining proposal materials by June 16, 2010 in accordance with Sections 5 and 6 of this RFP.

During Phase 2, proposals will be evaluated and scored based on the respective proposer's ability to provide quality clinical care, superior response times and exceptionally customer service. In each section, clarification is provided as to how different areas are scored.

Upon approval by the County Board of Supervisors (the "Board"), the successful proposer will be granted an exclusive contract to provide ambulance service for five years beginning July 1, 2011. The Board may, at its option, grant up to two, 3-year extensions. The contract under which the ambulance services required by the County shall be provided will be a term agreement, with the proposer responsible for the collection of patient revenues from appropriate sources other than the County.

**D. BACKGROUND**

**1. County Features**

The County rests at the southern portion of San Francisco Bay. As one of the most densely populated counties in the state, the County is the birthplace of the technology revolution, and is the home to the Silicon Valley and a number of high technology firms. The County has a resident population of approximately 1.8 million people—which grows to about 2.2 million during working hours—in a landmass of 1,132 square miles. Provision of emergency medical services presents a challenge due to the widely varying demographic and geographic areas within the County. The urbanized areas of the County are densely populated, and are balanced by extensive sparsely populated rural and agricultural areas. More than two-thirds of the County consists of these rural areas.

**2. EOA Description and Service Area**

There are 15 cities located within the County, and 10 fire agencies providing first response services. The County EMS system includes multiple fire agency first responders, many of which provide Advanced Life Support, and two emergency ambulance providers which serve two distinct Exclusive Operating Areas (EOAs), namely the Palo Alto Exclusive Operating Area and the County Exclusive Operating Area (as set forth in Table 1 below). The County is responsible for overseeing emergency medical services to the entire County, but this RFP is only for ambulance services for the County Exclusive Operating and does not include the Palo Alto Exclusive Operating Area. A map of the County Exclusive Operating Area is provided in **Appendix 3**.

**Table 1: County Service Areas**

Name	Cities/Area	Notes
Palo Alto Exclusive Operating Area	City of Palo Alto and Stanford Lands	EOA held by the Palo Alto Fire Department
County Exclusive Operating Area	Mountain View, Santa Clara, Cupertino, Milpitas, Sunnyvale, Los Altos, Los Altos Hills, Campbell, Los Gatos, Monte Sereno, Saratoga, San Jose Morgan Hill, Gilroy, and all areas outside organized cities (to include Moffett Field/NASA/AMES and incorporated county not covered by legally organized city or fire district).	Open in this competitive bid.

The County currently contracts for advanced life support emergency ambulance services with a single provider for the County Exclusive Operating Area. Exclusive emergency ambulance rights are conveyed through a high performance contract. The County provides no financial subsidy or payments of any kind to the contractor; operating revenue is derived from user fees. The current system design is an emergency only Failsafe Franchise Model. Historically, there have been approximately 90,000 emergency medical requests for service in the EOA each year.

**3. Demographics**

Demographic data is provided in **Appendix 6**.

**4. Historic Service Volumes**

EMS response and patient transport data for 2007, 2008 and 2009 is available as database files. These files will be posted on "Bid Sync".

## SECTION 4. DEFINITIONS

The definitions included in California Code of Regulations, Title 22, Division 9, Chapters 1-9; California Code of Regulations, Title 13, Chapter 5, Article 1 and Division 2.5, Chapters 2-11 of the California Health and Safety Code, shall apply to this Agreement unless the Agreement indicates otherwise. Terms in this RFP are defined as follows:

**Access Management** is a system of appropriately managing a patient's need, either through a telephone assessment line or by an on-scene assessment. Patients who do not require transport by an ambulance to a hospital may be treated on-scene and released, referred to a doctor's office or clinic; and/or directed to an appropriate type of transportation, such as a private vehicle, a taxi or bus according to resources in the community.

**Advanced Life Support (ALS)** means 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 inter-facility 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.

**ALS First Responder** means a first responder who is licensed and accredited at the ALS level to render emergency medical care and who is employed by a county-recognized first responder agency.

**ALS Transport Team** is defined as an Emergency Medical Services transport vehicle staffed with, at least, the number of (hereinafter referred to a paramedic personnel) equipped to provide advanced life support (hereinafter referred to as ALS at the scene of a medical emergency and during transport of a patient(s), in a permitted vehicle which has been designated as an ALS Ambulance Unit by SCCEMS.

**Ambulance** means (1) a vehicle, including aircraft, specially constructed, modified or equipped, or arranged, used or operated for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated person(s) in need of medical care, (and which operates or may operate Code 3 with emergency lights and siren or the equivalent); (2) a privately owned EMS Utility Vehicle (EUV) used for prehospital emergency medical response, which operates or may operate with emergency lights and siren or the equivalent; and (3) an air ambulance or rescue aircraft, as defined in Title 22, Division 9, of

the California Code of Regulations. The meaning includes but is not limited to privately owned ambulances and paramedic units.

**Ambulance Service** means the activity, business or service for hire, profit or otherwise of (1) transporting one (1) or more persons by ambulance on or in any of the streets, roads, highways, alleys or any public way or place; or (2) utilizing an EUV or rescue aircraft for prehospital emergency medical services.

**Ambulance Service Permit** means written authorization by the county to provide ALS or BLS or CCT ambulance service.

**Arrival at Incident Location** is defined as the moment the EMS personnel notify the Communications Center that the ambulance has come to a complete stop at its parking position at the scene of an incident (e.g. the entrance to a specific apartment building, not merely the entrance to the apartment complex in general; or at an actual collision scene, not merely an approach location within sight of the collision).

**Attendant** means a trained and/or qualified individual who, regardless of whether he/she also serves as driver, is responsible for the care of patients and who has met all licensing, certification and other requirements in applicable state laws and regulations. The term includes Emergency Medical Technicians (EMTs), paramedics, and Authorized Registered Nurses, as those terms are used in Division 2.5 of the Health and Safety Code, section 1797 et seq.

**Back in Service Time** is the interval beginning with the time of arrival of the Transport Unit at the hospital until the unit is available to respond to another call.

**Base Station** is a designated hospital that is responsible for providing on-line medical direction as indicated in SCCEMS policies.

**Basic Life Support (BLS)** means emergency first aid and cardiopulmonary resuscitation procedures that, 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.

**BLS First Responder** means a first responder who is trained and certified at the BLS level to render emergency medical care and who is employed by a county-recognized first responder agency.

**Contract Administrator** is the Santa Clara County EMS Agency Director.

**Contract Manager** shall be a senior manager within the Santa Clara County EMS Agency as appointed by the Santa Clara County EMS Director.

**Communications Center** is the emergency medical emergency dispatch center from which all emergency ambulances operating in the EOA are dispatched and controlled. This shall mean Santa Clara County Communications.

**Computer Aided Dispatch (CAD)** is a system of computer hardware and software that facilitates call taking, resource dispatch and deployment, dispatch and unit times documentation, creating and real time maintenance of incidents, data base and management information system.

**County Communications** means the County Communications Center, County Communications System.

**Critical Care Transport (CCT)** means the transport of a critical care patient between medical facilities as identified in Title 22 and Santa Clara County Ordinance Code.

**Discovery Interval** means the interval between the times that the incident occurs and a dispatcher receives (telephone is “off-hook”) the call in the 9-1-1 center.

**Dispatch Interval** means the interval between the times that the 9-1-1 call is received by the communications center until dispatch of first responder and transport ambulance.

**Emergency** is defined as a perceived need for immediate medical attention or an incident in which the potential for such need for immediate medical attention is perceived by emergency medical personnel or public safety personnel, and in which a delay in providing such services may aggravate the medical condition or cause the loss of life.

**Emergency Medical Dispatch (EMD)** is a protocol driven system of caller interrogation that allows communications personnel trained as Emergency Medical Dispatchers to provide medical care instructions, including bleeding control, airway management, and CPR. In addition, EMD, often referred to as “prioritized dispatch”, provides categorization of calls by their level of severity (non-urgent (Alpha), urgent (Bravo) emergency (Charlie), time/life critical (Delta and Echo) and responds with those resources appropriate to the patients needs.

**Emergency Run (or “Call” or “Event”)** is a response by a first responder and / or transport team to a 9-1-1 call for medical assistance.

**EMS** means emergency medical services.

**EMS Agency** has the same meaning as “local EMS agency” in Health and Safety Code section 1797 et seq., of Division 2.5 / Santa Clara County EMS Agency.

**EMS Aircraft** means any aircraft utilized for the purpose of pre-hospital and inter-facility emergency patient response and transport. EMS aircraft includes air ambulances and all categories of rescue aircraft.

**EMS Medical Director** is the EMS Medical Director for the County of Santa Clara.

**EMS System** means a network of all the people and resources that work on a circular response continuum which includes prevention activities/public education, regulatory oversight, preparedness, training/education of multi-disciplinary personnel, out-of-hospital emergency response to the ill and injured, medical direction, emergency department assessment/treatment, specialty intensive care units, rehabilitation as appropriate, data analysis and evaluation, and re-training.

**Exception** means a late response as determined by response time criteria.

**Exclusive Operating Area (EOA)** is defined as the EMS area or sub-area defined in the EMS plan within which only the designated emergency medical care within which only the designated emergency medical care and transport service may provide prehospital emergency medical care and transport services in response to calls received through the 9-1-1 system for a defined period of time.

**Exemption** is a determination to exclude an EMS event from the predetermined response time criteria due to factors outside the Contractor’s/Subcontractor’s control.

**Failsafe Franchise Model** is a structure for overseeing ambulance service that provides the contractor with the exclusive right to provide service in exchange for strict high-performance requirements and provisions for immediate takeover in the event of a failure by the contractor.

**First Responder** means a person, such as a police officer or firefighter, who is trained in urgent medical care and other emergency procedures and responds quickly to emergency medical events or disasters.

**First Responder Agency** is defined as any public agency that has a current agreement with the County to respond to medical emergencies when dispatched in order to assess the scene, initiate emergency medical treatment and document care prior to the arrival of the ALS Transport Team.

**First Response Time** means the interval between the time of unit notification until arrival of First Response unit at incident location.

**Health Officer** means the County Health Officer for the County of Santa Clara.

**Investigative Authorizations** are the forms required to be submitted by the proposer that allow the County to investigate the background information provided by the proposer.

**Lame Duck Period** means the period of the contract, between the identification of a successor and the end of the contract.

**Liquidated Damages** are the quantified damages payable by the ambulance service provider to the county for the ambulance service provider's failure to do or fulfill the conditions set in the agreement.

**Lockbox** means a post office box kept near a firm's bank. The recipient's local bank collects from these boxes periodically during the day and deposits the funds in the appropriate corporate account. The bank also furnishes the company with a computer listing of payments received by account, together with a daily total. The use of a lockbox reduces processing float, and provides the county with verification of the firm's revenue.

**Medical Direction** is direction given to prehospital EMS personnel, in accordance with EMS Agency policy, by the County EMS Medical Director, through standing orders, or through direct voice contact with a Base Hospital Physician or with an approved mobile intensive care nurse (MICN) with or without vital sign or other telemetry.

**Medical Protocol** is any written statement of standard procedure, or algorithm, promulgated by the County EMS Medical Director as the accepted standard of prehospital care for a given clinical condition.

**Non-Red Lights and Siren (Non-RLS)** is a response to an emergency that has been designated in strict accordance with approved protocols as non-life threatening at call reception by County Communications personnel or other PSAP personnel. Vehicles responding Non-RLS shall obey all traffic signs and respond without the use of red lights and siren.

**Paramedic Intern** is an individual who is currently enrolled and in good standing in an approved paramedic training program, and who has been qualified for field internship. The intern may perform procedures under EMS medical direction and under the direct supervision of an approved paramedic preceptor.

**Permit Holder** means an entity issued an ambulance service permit by the County Permit Officer.

**Permit Officer** means Senior Emergency Medical Services Specialist within the EMS Agency.

**Proposer** means a person or entity submitting a proposal in response to this request for proposals.

**Proposal Submittal Form** means the form required to be submitted by this request for proposal that specifies that the proposer has received all of the documents required by this request for proposal and agrees that no collusion or fraud has been committed throughout this process.

**Public Safety Officer** is any individual designated as a public safety officer by the law of the State of California.

**Red Lights and Siren (RLS)** is a response to an emergency that has been designated in strict accordance with approved protocols as life threatening by County Communications personnel or other PSAP personnel.

**Response Time or Response Interval** means the time interval commencing with the receipt of a request for service by an ambulance service provider until the ambulance operated by the service provider reports that it has arrived and has come to a complete stop at the scene, site or place of the request.

**Scene Time** is the time interval beginning with the arrival of a First Response or Transport Unit at the incident location and ending when that unit leaves the scene. Scene Time is calculated separately for First Response units and Transport Units.

**Security Deposit.** An amount of money that is put forth as a guarantee or protection that performance under a contract will be fulfilled.

**Transport Time** is the time interval beginning when the Transport Unit leaves the scene and ending when the unit arrives at the hospital.

**Transport Unit Response Time** is the interval beginning with the time that the transport unit is notified of an incident until the Transport Unit arrives comes to a complete stop at the incident location.

**Unit Hour** is each one (1) hour period or portion thereof, calculated to two decimal places, that one fully-equipped and properly staffed Paramedic Unit is available to be or is being utilized by the system, whether that Paramedic Unit is assigned to an event or not.

**Unit Hour Utilization Ratio** is a measurement of system efficiency calculated by dividing the number of transports during a fixed period by the number of unit hours deployed for that same period. This calculation can be done using one or multiple units.

## SECTION 5. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the anticipated schedule for the procurement and describes the procurement events as well as the conditions governing the procurement.

### A. SCHEDULE OF EVENTS

The County will make every effort to adhere to the following anticipated schedule:

**Table 2: Schedule of Events**

<b>Advertise and Issue RFP</b>	<b>April 16, 2010</b>
<b>Pre-Proposal Conference—Written Questions Due</b>	<b>April 30, 2010</b>
<b>Question Due From Pre-Proposal Conference</b>	<b>May 4, 2010</b>
<b>Addenda Issued (if necessary)</b>	<b>May 11, 2010</b>
<b>Credentials Due</b>	<b>May 17, 2010</b>
<b>Credentials Reviewed</b>	<b>May 17 through May 24, 2010</b>
<b>Credential Notifications</b>	<b>May 24, 2010</b>
<b>Protest Period for Credentials</b>	<b>May 24 to June 1, 2010</b>
<b>Proposals Due</b>	<b>June 16, 2010</b>
<b>Proposal Evaluation</b>	<b>June 17 through July 14, 2010</b>
<b>Proposer Presentations (if necessary)</b>	<b>June 30, 2010</b>
<b>Winning Proposal Identified</b>	<b>July 14, 2010</b>
<b>Begin Negotiations with Selected Proposer</b>	<b>September 1, 2010</b>
<b>Tentative Negotiations Completed</b>	<b>November 5, 2010</b>
<b>Notice of Intent to Award</b>	<b>November 5, 2010</b>
<b>Protest Period</b>	<b>November 5 through 22, 2010</b>
<b>Protest Period Complete</b>	<b>November 22, 2010</b>
<b>Board of Supervisors Approval</b>	<b>December 7, 2010</b>
<b>Program Startup Period</b>	<b>Through June 30, 2011</b>
<b>Contract Start Date</b>	<b>July 1, 2011</b>

### B. EXPLANATION OF EVENTS

#### 1. Issue of RFP

This RFP is being issued by the Santa Clara County Public Health Department. Copies of this RFP including supporting documents may be obtained from Bidsync's web site at [www.bidsync.com](http://www.bidsync.com).

**2. Registration**

Prospective proposers must register with the County's vendor solicitation database and bid management system "Bidsync". Firms that download the RFP documents from BidSync may elect to receive automated notification through the system of changes or additions to the RFP.

**3. Pre-Proposal Conference**

A pre-proposal conference has been scheduled for April 30, 2010, at **720 Empey Way, CCS Conference Room, San Jose, CA 95128 from 9 a.m. until 12 p.m.** Written questions and requests for clarifications to be addressed at the conference must be received by the Procurement Officer, no later than **9:00 a.m. April 30, 2010** to be considered by the County.

**4. Deadline to Submit Written Questions**

Proposers may submit written questions to this RFP until the deadline as indicated in Section 5, Paragraph A. The Procurement Officer will not respond to questions submitted in any other manner or format. Responses to questions will be posted as an addendum to the RFP on the bid management site [www.bidsync.com](http://www.bidsync.com).

**5. Response to Written Questions/RFP Amendments**

Written responses to written questions, and any changes to the RFP, will be issued as an addendum, and posted on [www.bidsync.com](http://www.bidsync.com). The County reserves the right to post addenda until the RFP closing date and time.

**6. Submission of Proposal**

Proposals must be submitted in a sealed package, the outside of which must bear the name and address of the proposer, and the name of the project for which the proposal is submitted. **PROPOSALS MUST BE RECEIVED NO LATER THAN THE DEADLINE SPECIFIED IN PARAGRAPH A, OF SECTION 5.** Proposals are to be received at the time and place listed below. All received proposals will be time stamped.

All deliveries via express carrier should be addressed as follows:

**John Blain  
Procurement Officer  
Santa Clara County EMS Agency  
976 Lenzen Avenue, Suite 1200  
San Jose, CA 95126**

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # and title as referenced on the cover page.

**7. Clarification of Proposals**

Santa Clara County may solicit additional information or proposal clarification from proposers, or any one proposer, should the County deem such information necessary. This Request For Proposals (RFP) and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected proposer and Santa Clara County.

**8. Presentations**

At the County's option, proposers may be invited to provide a presentation of their proposals. Presentations will be held on-site at a County location. The County will establish date, time, location, and the format of the presentations if presentations are determined to be necessary.

**C. GENERAL**

**1. Term of Agreement**

The initial term of the agreement shall be five (5) years from execution. Based upon a recommendation by the Contract Administrator and authorization by the Board of Supervisors, the agreement may be extended upon expiration of the first five (5) year term, for up to two (2) additional three (3) year periods. The review and extension periods are identified in Table 3 below.

The maximum term of the agreement shall not exceed eleven (11) years prior to being competitively bid by the County.

**Table 3: Extension and Review Periods**

Description	Term of Agreement	Review Window	Options
<b>Initial Agreement</b>	60 months (5 years)	35 months (Year 3.5)	(1) May renew for additional three years amended or not.  (2) Not renew.
<b>Extension 1</b>	36 months additional (3 years)  96 months total agreement time if extended. (8 years)	18 months from start of Extension #1 (1.5 years)  <i>(this review is 6.5 years into an 8 year agreement)</i>	(1) May renew for additional three years amended or not.  (2) Not renew.
Extension 2	36 months additional (3 years)  132 months total agreement time if extended. (11 years)	12 months from start of Extension #2.  <i>(this review is 9 years into an 11 year agreement)</i>	(1) Competitive bid release 9.5 years into the agreement to start at expiration of year 11.

**2. Compliance With County Standards Required.**

Ambulance service in Santa Clara County is regulated by the California Health and Safety Code; California Code of Regulations; County’s Ambulance Ordinance Code; and associated Ambulance Permit Regulations. These laws and regulations are the overriding documents for overseeing ambulance coverage throughout the county, including the County’s EOA. The County is authorized to regulate ambulance services and to conduct a provider selection process within the County’s EOA.

At a minimum, the contractor must provide all services in compliance with the Santa Clara County Ambulance Ordinance Code (**Appendix 4**) and associated Ambulance Permit Regulations. Those requirements include, at a minimum:

1. Compliance with county ambulance service licensing and permitting requirements.
2. Compliance with county personnel requirements.
3. Compliance with county dispatch requirements.
4. Compliance with county requirements for the availability of books and records.
5. The contractor must comply with all other rules established by the county as authorized by the ambulance ordinance.

In addition to specific requirements identified in this document, the proposer shall comply with all existing policies and regulations applicable to the provision of services in the County of Santa Clara and the State of California. This includes, but is not limited to, Santa Clara County Prehospital Care Policy, Santa Clara County Ordinance Code and Permit Regulations, Health and Safety Code, California Code of Regulation, National Incident Management System (NIMS), (California) Standardized Emergency Management System (SEMS).

**D. PERFORMANCE VS. LEVEL OF EFFORT**

In accepting a proposer's offer the County neither accepts nor rejects the proposer's level of effort estimates, rather the County accepts the proposer's financially guaranteed commitment to employ whatever level of effort is necessary to achieve the clinical response time and other performance results required by the terms of the contract.

The proposals must include descriptions of initial ambulance coverage plans and deployment models estimated by the proposer to be sufficient or even in excess of what may be necessary to meet the performance standards required herein. Acceptance by the County of the proposer's contract shall not be construed as acceptance of the proposer's proposed level of effort.

**1. Incurring Cost**

This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

**2. No Contact, No Influence During The RFP Process**

The County is conducting a competitive RFP process for the contract or contracts, which must be free from improper influence or lobbying. Proposers are authorized to contact only the County Procurement Officer with comments or questions related to this RFP. No Proposer, including anyone directly or indirectly on behalf of such Proposer, shall attempt to influence any part of the process. From the time the RFP is issued until the Board approves a final contract award (the "Pre-execution Period"), proposers directly, or indirectly through others, agree not to attempt to influence in any manner the decision making process, including, but not limited to, contacting or lobbying the Board or County Executive; contacting RFP evaluators; or answer questions regarding the RFP or their Proposals.

Violation of this provision during the Pre-execution Period may subject the Proposal or the Proposer to be rejected from the process.

**3. Claims Against the County**

Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).

**4. Guarantee of Proposal**

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one hundred and eighty (180) days after the due date for receipt of proposals.

**5. Basis For Proposal**

Only information supplied by the County in writing or in this RFP should be used as the basis for the preparation proposals.

**6. Form Of Proposals**

No oral, telephone, facsimile, or electronic proposals will be accepted.

**7. Amended Proposal**

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

**8. Withdrawal Of Proposal**

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The proposer must submit a written withdrawal request signed by the proposer's duly authorized representative addressed to the Procurement Officer.

**9. Late Responses**

All proposals submitted in response to this RFP must be delivered in person or received via courier or mail no later than the RFP due date and time. The EMS Agency's time and date stamp will be the basis of determining receipt of proposal. Late proposals shall not be considered.

**10. No Public Proposal Opening**

There will be no public opening for this RFP.

**11. California Public Records Act (CPRA)**

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Proposer proprietary information is contained in documents submitted to County, and Proposer claims that such information falls within one or more CPRA exemptions, Proposer must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Proposer prior to such disclosure. If Proposer contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Proposer fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

Proposer further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Proposer.

**12. Confidentiality**

All data and information gathered by the proposer and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the proposer and its agents as confidential. The proposer and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by a proposer to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA.

**13. Electronic Mail Address**

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Proposers agree to provide the Procurement Officer with a valid e-mail address to receive this correspondence.

**14. Use Of Electronic Versions of The RFP**

This RFP is being made available by electronic means. If accepted by such means, the Proposer acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Proposer's possession and the version maintained by the County's the version maintained by the County must govern.

**15. County Rights**

The County reserves the right to do the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Proposers supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- c. Terminate the RFP, and at its option, issue a new RFP;
- d. Procure any equipment or services specified in this RFP by other means;
- e. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- f. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- g. Negotiate with any or none of the Proposers;
- h. Modify in the final agreement any terms and/or conditions described in this RFP;
- i. Terminate failed negotiations with an Proposer without liability, and negotiate with other Proposers;
- j. Disqualify any Proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County;
- k. Eliminate, reject or disqualify a proposal of any Proposer who is not a responsible Proposer, or fails to submit a responsive offer, or submits falsified, misleading or

incomplete information as part of the response to the RFP as determined solely by the County; and/or

- I. To accept all or a portion of a Proposer's proposal.

**16. Nondiscrimination**

The successful proposer will comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policy concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited, to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. Proposer will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will Franchisee discriminate in provision of services provided under this contract of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

**E. PROTEST OF AWARD**

The Department will e-mail and mail letters to all proposers informing them of the proposal that was selected. Proposers whose proposals were not selected may file a written protest ("Protesters") within 5 days after being notified of the selected proposal.

**1. Filing a Protest**

The protest of an award must be in writing. The following must be written on the cover of the protest: "Protest Relating to Santa Clara County Ambulance RFP". The written protest must be hand delivered, e-mailed, or mailed to the Director of the Public Health Department at the following address:

**Dan Peddycord  
Public Health Director  
976 Lenzen Avenue,  
Second Floor Administration**

**San Jose, CA 95126**  
[Dan.Peddycord@phd.sccgov.org](mailto:Dan.Peddycord@phd.sccgov.org)

All protests must be received by the Director within five days after the Notice of Intent to Award has been posted. Any protests received after this time will not be considered.

**2. Contents of Protest**

The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the Protester; (2) signature of the Protester or its representative; (3) grounds for the protest; (4) copies of any relevant documents; (5) the form of relief requested; and (6) the method by which the Protester would like to receive the Reviewing Officer's written protest decision. The written protest must clearly state the grounds for the protest. Protests should be concise and logically arranged.

**3. Grounds For Protest**

Protests shall be based only on one or more of the following grounds:

1. The Protester believes the County failed to follow the procedures and adhere to requirements set forth in the solicitation or any addendum thereto.
2. The Protestor believes there was misconduct or impropriety by County officials or evaluation team members.
3. The Protester believes there was abuse of process or abuse of discretion by County officials or evaluation team members.

**4. Protest Resolution Process**

**a) Informal Review By Department**

The Director of the Department, or his or her designee [an employee with the Department], will review a timely protest and attempt to informally resolve it expeditiously, within 10 days. If the Department is not able to resolve the protest, then the Director or his or her designee, will forward the protest to an official [from a different department] who has been designated as the Reviewing Officer for the RFP.

**b) Formal Review By Independent Reviewing Officer**

The Director or his or her designee must forward the protest to the Reviewing Officer within 2 business days of not being able to resolve the matter. The Department may

also forward additional documents to the Reviewing Officer that it believes are relevant to the review of the protest.

The Reviewing Officer shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. Only the information contained in a timely protest shall be considered by the Reviewing Officer. The Reviewing Officer has the authority to request additional information from the Protester or Department to clarify or confirm information submitted in a timely-written protest to assist with the Reviewing Officer's review of a protest.

The Reviewing Officer will issue a written decision on a timely written protest within 15 days of receiving a protest; however, the time for decision may be extended by the Reviewing Officer. The Reviewing Officer will issue the written decision to the Protester and the Department. If the Protester failed to specify in its written protest the method by which the Protester would like to receive the Reviewing Officer's written protest decision, the Reviewing Officer will send his written decision to the Protester by mail. The decision of the Reviewing Officer shall be final.

c) **Remedies**

If the Reviewing Officer sustains a protest in whole or in part, the Reviewing Officer shall have the sole discretion to determine an appropriate remedy in accordance with established guidelines. In determining the appropriate remedies, the Reviewing Officer may consider the degree of prejudice to other parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to the Department, the urgency of the procurement, and the impact of the recommendation(s) on the Department's mission.

## SECTION 6. RESPONSE FORMAT AND ORGANIZATION

This section contains relevant information Proposers should use for the preparation of their proposals.

### A. NUMBER OF RESPONSES

Proposers shall submit only one proposal.

### B. ORIGINAL AND COPIES

All proposals shall be typed and comply in all regards with the requirements of this solicitation. The proposer will submit **eleven (11) printed copies and one (1) electronic copy** of its proposal.

The original binder must be stamped "original" and contain original signatures on the necessary forms. The remaining sets should be copies of the originals.

Proposers must also provide one (1) electronic copy of their proposal in CD-ROM format, prepared using Microsoft Office, Word, Excel and Project. The CD shall be included in the original binder.

### C. PROPOSAL FORMAT

All proposals shall be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section. Hard copies should utilize both sides of the paper where practical.

### D. SUBMITTAL FORMS AND AUTHORIZATIONS

All proposals must be accompanied by a Proposal Submittal Form and Investigative Authorizations, and signed in ink in the blank spaces provided herein (**Appendix 1**). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown— together with the names and addresses of the members. If the proposal is made by a corporation, it must be signed in the name of such corporation by an official who is authorized to bind the contract.

### E. LETTER OF TRANSMITTAL

Each proposal received must include a letter of transmittal. The letter of transmittal MUST:

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person

- authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
  - e. Be signed by the person authorized to contractually obligate the organization
  - f. Acknowledge receipt of any and all addenda to this RFP; and identify all sections of the proposal that the Proposer claims contain “proprietary” or “confidential” information.

**F. PROPOSAL ORGANIZATION**

The entire proposal shall be contained within one (1) three-ring 4" binder.

The narrative component of the proposal shall be constructed using the following specifications

- Sans serif font, 12 point
- 1 ½ line spacing
- Single sided pages
- Standard 8 ½" x 11" white paper, 20 # weight.
- Maximum 200 pages of narrative on no more than 200 pieces of paper
- Pages must be numbered in the lower right hand corner
- Graphs, charts, pictures and other enclosures shall be included in the 200-page limit.
- Required forms are not included in the 200-page limit
- The narrative shall be numbered identically to the evaluation criteria requirements listed below
- A Table of Contents with page number association shall be provided.

In order to ensure that the evaluation of proposals is as equitable as possible, all proposals must — be submitted in the following format. In each section of the Proposal, your organization must clearly state the commitments it proposes and how the organization will provide high-quality ALS services in Santa Clara County. Order and numbering conventions should be consistent with the required Table of Contents below. The proposals will be scored according to the requirements of the RFP for each section as specified in SECTION 8, Evaluation and Selection Criteria.

**G. REQUIRED TABLE OF CONTENTS FOR PROPOSALS**

- I. Letter of Transmittal
- II. Introduction
  - A. Description of Proposed Organization
- III. Clinical Quality
- IV. Community Service and Education
- V. EMS System Enhancements
- VI. Workforce
- VII. Financial Management
- VIII. First Responder Relationships
- IX. Fleet and Equipment Issues
- X. Deployment Plan
- XI. Cost Information

**H. PROPOSAL PREPARATION INSTRUCTIONS**

Within each section of their proposal, Proposers should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.

**I. NON-CONFORMING SUBMISSIONS**

Any submission may be construed as a non-conforming Proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a Proposal non-conforming. At the County's sole discretion Non Conforming proposals may be rejected or the proposal overall rating may be downgraded.

**SECTION 7. QUALIFICATIONS AND SCORING REQUIREMENTS**

**A. PROPOSAL EVALUATION PROCESS**

The proposal evaluation process described below sets forth how proposals in response to the RFP shall be evaluated and scored.

**1. Goals of the Evaluation Process**

The goal is to have a process which evaluates how well a proposal responds to the requirements listed in this RFP. This will necessarily involve both a qualitative and quantitative analysis and will evaluate proposals as a whole. The process is designed to be impartial, balanced, and fair.

**2. Evaluation Committee:**

The Santa Clara County EMS Agency shall select and appoint a minimum of 7 evaluators for the purposes of evaluating the submitted proposals. The evaluators selected shall at least consist of individuals who have knowledge of emergency services, medical, community, finance and/or accounting, and public services.

**B. OVERVIEW OF THE EVALUATION PROCESS:**

The evaluation process shall consist of three distinct phases:

- Phase 1: Qualification
- Phase 2: Evaluation / Winning Proposal Identified

**1. Phase 1: Determination of Qualified Proposal**

The purpose of Phase 1 is to determine whether each of the proposals comply with the instruction to bidders listed in herein, and is sufficiently responsive to the RFP to advance to Phase 2 of the evaluation process. The review of the proposals for compliance shall be conducted independently by the firm engaged for development of the RFP and shall be determined on a pass/fail basis. The requirements set forth in Section 3.B. will be reviewed to determine if the proposals qualify to advance to the Phase 2 of the evaluation process.

**a. Disqualification:**

The following factors may be considered just cause for disqualification of a proposal:

1. Failure to submit a proposal within the timeframes required by the RFP.
2. Evidence that the proposer has engaged in collusion with any other proposer specifically in regards to price, terms or conditions of the proposal.
3. Failure to direct any and all questions to the Santa Clara County Purchasing Officer or his/her office.
4. Any effort to influence any member of the evaluation committee.
5. Any effort to influence the county's elected officials prior to contract award.
6. Evidence of proposer's inability to complete the contract.
7. Existence of any lawsuit, unresolved contractual claims or dispute between the County and the proposer or any of the proposers related business entities.
8. Evidence of falsified information contained within the proposer's submittal.

**b. Non-Conforming**

Proposals shall be prepared and submitted in accordance with the instructions and requirements set forth in Section 6, using the required table of contents therein. Failure of the proposer to meet these requirements may be deemed non-conforming and disqualify the proposal either in Phase 1 or Phase 2.

**c. Documentation**

Proposal must include any and all documentation as required in the Request for Proposals. Any omission of documents or failure to provide required documentation within the required time frames shall deem the proposal as having failed to meet the minimum requirements of the RFP.

**2. Phase 2: Technical Evaluation of Proposals**

The purpose of Phase 2 is to conduct a qualitative evaluation of proposals by scoring each of the proposals using a weighted scoring methodology for each of the following criteria.

- Clinical Quality Management (150 points)
- Community Enhancements (150 points)
- EMS System Enhancements (150 points)
- Workforce (150 points)

- Financial Management (150 points)
- First Responder Relationships (100 points)
- Fleet & Equipment (100 points)
- Deployment Plan (50 points)

The criteria set forth in this Section 7.B.2 were developed by the County to ensure that residents of the County receive at a minimum a certain level of clinical care and customer service from Ambulance Service providers. Therefore, simply meeting the minimum requirements of this RFP shall not be a basis for awarding the maximum total of possible points ascribed to each of the criteria in this Section 7.B.2.

Proposals shall be evaluated based on: (1) the ability of proposers to meet the requirements in the RFP and (2) the measure by which proposers shall exceed the requirements in the RFP (where applicable). In each section, clarification is provided to proposers with respect to scoring of various criteria.

**3. Pricing Of Service - Total Points (400)**

This section examines the proposer’s price for the requested services.

Minimum Requirements:

Identify the proposed price to be paid for services by the patient or payer for the following service levels, and attach any other pricing information that may be relevant to the services provided ( i.e. supply or procedure schedules):

**Table 4: Pricing Evaluation**

SANTA CLARA COUNTY PRICING EVALUATION			
Service Levels	Proposed Price	Weight	Total
ALS-1		70.0%	
ALS-2		5.0%	
Mileage		10.0%	
Average Supplies and Procedures		5.0%	
Hourly Ambulance Standby		5.0%	
Hourly Paramedic - Individual		2.5%	
Hourly EMT - Individual		2.5%	
TOTAL		100%	

The majority of patient transports conducted through the Santa Clara County EMS System Exclusive Operating Area contract are considered ALS-1. Greater weight will be given to the price component of the ALS 1 level of service in relationship to other prices quoted for service.

**a. Scoring for Service Pricing**

Proposers should complete the pricing proposals for service levels in the above table.

The price proposals will be multiplied by the weight for each service level to calculate a total weighted-average price proposal. The lowest weighted average price will be awarded the maximum points for the category. The second lowest average price will be awarded 300 points. The third lowest average price will be awarded 200 points. The fourth lowest average price will be awarded 100 points. The fifth (and lower) average price(s) will be awarded 0 points.

**4. Clinical Quality Management - Total Points (150)**

In addition to the minimum requirements, proposers may be scored on the following:

- a. Describe how clinical quality review findings are translated into priorities for improvement, decisions on resource allocation, and opportunities for innovation.
- b. Describe how new, modified, and customized products and services, and production/delivery processes are designed and implemented.
- c. Describe how clinical quality findings are deployed throughout the organization and, as appropriate, to the organization's suppliers and/or business partners, such as the Santa Clara County EMS Agency, the Medical Director, first responders, and other service providers.
- d. Describe how field personnel participate in the organization's quality assurance and improvement plans.
- e. Describe the organization's approach to remedial training, censure, and monitoring.
- f. Describe the organization's field training program for EMTs and paramedics and how quality is assured during this process.

**5. Community Enhancements - Total Points (150)**

EMS system design recognizes that the community in which the system operates is unique with various challenges based on demographics, linguistics, geography, geo-political subdivisions, regulatory environment and other factors that provide challenges to the organization responsible for the delivery of emergency medical transport services. This section examines and awards points based upon how the organization builds relationships

with customers, implements programs that benefit the community and determines customer satisfaction for services provided beyond the requirements identified in the RFP.

**a. Community Service – (50 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Describe how the organization addresses its responsibilities to the public and how the organization practices good citizenship.
2. Provide a description of the proposed public information and education program, including CPR and other training, to be implemented by the proposer, subject to approval.
3. Describe how the organization, its senior leaders, and its employees support and strengthen their key communities.
4. Describe the electronic reporting system that will be made available to the public customers of the EMS system. Identify any web-based products or programs that system participants and customers of the system can access for service delivery information, organizational programs, system performance measures and/or activities.
5. Describe the commitment to share recognition with all components of the EMS system in public relations and education efforts.

**b. Customer Satisfaction – (100 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Describe how the organization determines longer-term requirements, expectations, and preferences of target and/or potential customers and markets. Describe also how the organization uses this information to understand and anticipate customer and market needs and to develop improvements.
2. Describe the processes, measurements, and data used to determine customer satisfaction and dissatisfaction.
3. Describe how the organization would build positive relationships with its customers. Indicate significant differences, if any, for different customer groups or market segments.
4. Describe how the organization provides access and information to enable customers to seek assistance to conduct business and to voice complaints.
5. Describe the organization's complaint management process. Explain how the organization ensures that complaints are resolved effectively and promptly, and that complaints received by all organization units are aggregated and analyzed for use throughout the organization.

## **6. EMS System Enhancements - Total Points (150)**

This section examines how the organization intends to enhance the overall EMS system, through its contract granting exclusive operating rights, recognizing that the system's customers are both internal and external. This section should be described in terms of patients, their families, the public, other public safety professionals and health care professionals and organizations. Specifically include the EMS Agency as the contracting party and other internal customers such as other EMS service providers, medical direction, hospitals and continuing education providers.

This section also examines how the organization defines its relationship with the various communities, stakeholders and customers within the EMS system and how the organization establishes programs and activities that have a focus on enhancing and making improvements to the system.

### **a. Organizational Efforts – (50) Points**

In addition to the minimum requirements, proposers may be scored on the following:

1. Describe how the organization's performance and capabilities are reviewed by management to determine organizational progress in meeting established action plans, goals, and changing business needs. Describe the performance measures regularly reviewed by the organization's senior leaders.
2. Describe how review findings are translated into priorities for improvement, decisions on resource allocation, and opportunities for innovation. Describe also how these findings are deployed throughout the organization and, as appropriate, to the organization's suppliers and/or system partners, such as Santa Clara County EMS, First Responder agencies and other service providers.
3. Describe the organization's current and/or proposed operational performance objectives that contribute to the achievement of key organizational performance goals that at a minimum should include - customer satisfaction, product and service quality, operational effectiveness and system improvement initiatives.

### **b. Programs – (25 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Define the organization's process for determining areas in which it can make a significant contribution to the improvement of the EMS system.
2. Describe the type of programs envisioned to help support system improvement and how these programs are structured to achieve overall system performance.
3. Provide examples of past or current practices designed and implemented by the organization to achieve the goals and objectives.

4. Describe how the organization will seek or create new opportunities and/or to prepare for new requirements.
5. Describe how the contractor will communicate both formally and informally with the EMS Stakeholder organizations (including first responders and the EMS Agency) to ensure that an effective flow of communication exists between the contractor and the first responder agencies.

**c. Risk Management – (50 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Describe key practices, measures, and targets for regulatory, legal, and ethical requirements and for risks associated with organization products, services, and operations.
2. Describe how the organization transfers, modifies or eliminates its risks. Include a discussion of how insurance plans are used to mitigate risk in the organization. Explain deductibles, self-insurance (if appropriate), re-insurance, pooling of risk, and other components of the Proposer's insurance plan.
3. Identify any legal judgments including any on-going litigation, actions or fines that have been levied against the organization, sub-entities, or any of its officers or employees during the last 5 years.
4. Describe experience in working with any partners or subcontractors that are proposed to meet the requirements of this RFP. Include identification of how risk is shared, prevented, managed, and addressed in any cooperative venture.

**d. Technology - (25 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Describe how the Proposer shall assist Santa Clara County in implementing a fully integrated, electronic patient care reporting system. This system shall meet the information needs of the Proposer and Santa Clara County EMS Agency. Proposer shall gather and transfer data into the Santa Clara County EMS Agency's electronic patient care reporting system for every patient encountered and every emergency medical request responded to by the Proposer's field personnel.
2. The database of Santa Clara County's electronic EMS patient care reporting system shall be fully comprehensive, including complete and integrated information on all EMS System activities beginning with the receipt of a request for service; dispatch activities and response times; every patient assessment and all treatment rendered while contractor's field personnel are treating and/or transporting the patient. Proposer shall require all personnel to comply with the completion of reports and the data entry requirements of the EMS System and ensure the accuracy and

completeness of such reports, as approved and periodically revised by the Santa Clara County EMS.

**7. Workforce - Total Points (150)**

This section examines the organization's efforts to build and maintain a work force and establishing an environment and climate that is conducive to organizational excellence through employee participation, personal and organizational growth.

**a. Incumbent Workforce – (30 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Proposer shall describe the program and policies that would govern employment opportunity for incumbent workers.
2. Proposer shall describe the proposed hiring procedures to be used if awarded the Contract.
3. Proposer shall describe the ongoing personnel recruitment, screening, and orientation program to be utilized by Proposer.
4. Proposer shall describe Compensation & Benefits that will be offered to Paramedics, EMTs, EMS Field Supervisor, and EMS Managers. Include minimum and maximum ranges of compensation for all personnel classifications and the benefits offered.

**b. Employee Education and Training – (60 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Proposer shall describe how the organization's education and training support the accomplishment of key organization action plans and address organization needs, including building knowledge, skills, and capabilities, and contributing to improved employee performance and development.
2. Describe how it will interface with the existing Continuing Medical Education program and describe any additional training that would be provided or offered to the proposer's personnel.
3. Describe how education and training, including orientation of new employees, are delivered.
4. Describe how education and training are evaluated and improved, taking into account organization and employee performance, employee development and learning objectives, leadership development, and other factors, as appropriate.

**c. Employee Satisfaction – (60 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Describe how the organization maintains a work environment and work climate that supports the wellbeing, satisfaction, and motivation of employees.
2. Describe how the organization builds and enhances its work climate for the development and promotion of employees.
3. Describe how the organization maintains a safe and healthful work environment.
4. Summarize current levels and trends in key measures and/or indicators of employee wellbeing, satisfaction, development, work performance, and effectiveness. Address all categories and types of employees, as appropriate. Include appropriate comparative data regarding seniority, physical agility/fitness, certifications, quality of equipment, training programs, policies and procedures, benefits, safety programs, system status plan changes, scheduling, salaries, etc.

**8. Financial Management - Total Points (150)**

This section examines the organization's capability to manage the proposed contract and its financial commitment and capability to successfully meet the provisions of the proposer's proposal.

**a. Management – (60 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Submit along with the Proposal an organizational list of owners, officers and key personnel of the proposer and all interested parties for the purpose of investigation by the County.
2. List all ALS contracts (transport or other) and service areas, served within the last five (5) years. Include the name, address and phone number of the contract manager or local regulator. If the service is no longer provided, explain why.
3. Describe any and all federal, state or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the proposer's organization and affiliated organizations within the last five (5) years.
4. Describe all litigation for the entity and sub-entities for the last five (5) years, in which the proposer is currently involved or which is pending.

**b. Finance – (90 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Document your organization's current estimated net worth and the form of the net worth (liquid and non-liquid assets). Provide the most recent audited annual financial statements for the proposer and affiliated organizations.

2. Document the estimated amount of working capital that will be committed to the startup of the contract if awarded. State the source of those funds and attach any endorsement documents if the capital is borrowed.
3. Document the method of financing all startup and operational costs including but not limited to the initial ambulance fleet and equipment required to begin operations if the contract is awarded.
4. Document the amount of funding that will be dedicated to a Reserve for Contingencies, and the full costing allocations for Risk Management, Insurance, Legal and Human Resource functions for the startup of this contract if awarded. Proposer shall disclose any and all funding, including in-kind funding/support and cost allocations from existing services that will support the provision of Ambulance Services within Santa Clara County. This includes any funding from existing contracts.

**9. First Responder Relationships – Total Points (100)**

EMS System design in Santa Clara County recognizes the critical role of first responder agencies in providing timely, effective and efficient delivery of emergency care to the citizens of the community. In recognition of the emergency response services provided by first responder agencies, the response time for providing ambulance transport services for various call categories has been established at 11:59 in urban areas. This established standard recognizes the added value of the role of the first responder agencies in providing immediate patient care services within the required first responder time compliance of 7:59 seconds.

This section examines the proposer's system for interacting and working with the multiple first responder agencies in the Santa Clara County EMS System. The proposer should identify at a minimum how the organization intends to integrate the delivery of patient transport services with the various first responder agencies. The system recognizes that revenue recovery is critical to the overall success of the system and that services provided by first responder agencies should be recognized by the proposer. The proposer should demonstrate through its proposal the type of financial and operational relationships that it can provide between the contractor and the first responder agencies that are designed to support the first responder system.

**a. First Responder Integration - (65 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Describe how the proposer will maintain an effective working relationship with first-responder agencies. Please describe any past experiences or successful strategies that demonstrate the organization's commitment operationally to the first responder community.

2. Describe the methodology the agency will utilize to provide for an effective replacement program for supplies and or equipment utilized by first responder departments during the course of patient care services.
3. Describe in detail how the proposer will resolve disputes that may arise between the proposer's personnel and those of first responder agencies.

**b. First Responder Initiatives – (35 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. In addition to the established First Responder Stipend, describe the type of initiatives that the contractor will offer to the first responder system as integral members of the emergency medical services response system. The proposer should provide examples of past or current initiatives that demonstrate this commitment.

**10. Fleet & Equipment - Total Points (100)**

This section examines the organization's ability to maintain an effective response capability by focusing specifically on the physical resources utilized to deliver services. Proposer must propose initial equipment, replacement equipment, and a program of maintenance, which meet or exceed the requirements specified below. Proposer shall describe, in detail and with brand names, the major equipment items to be furnished, items to be leased or purchased, and the scheduled replacement policies related to each class of equipment.

**a. Fleet – (50 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Proposer must propose new initial equipment, replacement equipment, and a program of maintenance, which meets or exceed the requirements specified herein. Proposer shall describe, in detail and with brand names, the major equipment items to be furnished, items to be leased or purchased, and the scheduled replacement policies related to each class of equipment.
2. Describe the policies regarding fleet size and standardization to which the proposer would be committed if awarded this Contract.
3. Describe the fleet maintenance program to be employed. Specifically address how any instance, which would render an ambulance unable to respond to or transport a patient, would be tracked, improved and minimized.

**b. Clinical Care Equipment – (50 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Define the policies regarding scheduled replacement and anticipated safe useful life expectancies of all types of equipment to be furnished by the Contractor and employed in the performance of this Contract.

2. Describe the overall program of equipment maintenance and medical supply warehousing to be employed by the proposer if awarded this Contract.
3. Describe the medical supply and equipment distribution system to be employed by the proposer to serve the ALS First Responder Services and the Proposer's units.
4. Describe how the organization will strive to maintain equipment that is of the most validated and modern technology throughout the duration of service.
5. Describe specialized equipment or "up and coming" technologies that would be implemented by the organization.

**11. Deployment Plan - Total Points (50)**

This section examines how the organization intends to deploy its resources and assets in the meeting the performance requirements of the contract, and how it reviews its deployment processes.

**a. Clinical and Operational Performance Measures – (25 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Describe key Santa Clara County performance measures that specifically address the following:
  - Quality goals
  - Performance Measures (clinical, response, dispatching, fleet management, etc.);
  - Productivity (UHU);
  - Out-of-Service times and other measures of preventive maintenance, such as mean time between failures, mean time between preventative service visits, etc.
  - Other effectiveness and efficiency measures (system status plan changes) equipment replacement, etc;
  - Regulatory and legal compliance, including compliance with federal regulations;
  - Other results supporting accomplishment of the organization's strategy and action plans, such as new service introductions.
2. For all quantitative measures and/or indicators of performance, provide current levels and trends and those proposed for Santa Clara County. Include appropriate comparative data. Indicate what results Santa Clara County can expect over the term of the agreement.

**b. Deployment – (15 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Describe the methodology employed by the proposer to deploy its assets and resources.
2. Initial Coverage Plan - Proposer shall submit its initial system status and coverage plans to be employed throughout the first three months of operations. Such plans should specify post locations and minimum unit hours of coverage to be furnished for each hour of day, each day of week.
3. Provide a detailed list of unit schedules and deployment activity by zone.
4. Identify the number of reserve units the proposer proposes for utilization.

**c. Implementation Schedule – (10 Points)**

In addition to the minimum requirements, proposers may be scored on the following:

1. Assuming this proposal is selected, submit the general work plan and timetable for implementing services effective July 1, 2011 or sooner, if needed.
2. Pre-contract capability. Proposer shall submit a description of its capability, if requested to rapidly institute temporary emergency services should the current ambulance contractor default for any reason after this contract is awarded and prior to the scheduled startup.

**C. SUMMARY OF PROPOSAL SCORING**

Refer to Section	Section Title	Total Points
3.B	<b>PHASE 1: CREDENTIALS</b>	Pass/Fail
<b>PHASE 2: EVALUATION</b>		
8.AA	<b>FINANCIAL / PRICE POINTS</b>	400
	<i>Cost of Service (400)</i>	
8.V	<b>CLINICAL QUALITY MANAGEMENT</b>	150
	<i>Clinical Quality Management (150)</i>	
8.W	<b>COMMUNITY ENHANCEMENTS</b>	150
	<i>Community Service (50)</i>	
	<i>Customer Satisfaction (100)</i>	
8.X	<b>EMS SYSTEM ENHANCEMENTS</b>	150
	<i>Organizational Efforts (50)</i>	
	<i>Programs (25)</i>	
	<i>Risk Management (50)</i>	
8.Y	<i>Technology (25)</i>	
8.Z	<b>WORKFORCE</b>	150
	<i>Incumbent Workforce (30)</i>	
	<i>Employee Education and Training (60)</i>	
	<i>Employee Satisfaction (60)</i>	
8.AA	<b>FINANCIAL MANAGEMENT</b>	150
	<i>Management (60)</i>	
	<i>Finance (90)</i>	
8.BB	<b>FIRST RESPONDER RELATIONSHIPS</b>	100
	<i>First Responder integration (65)</i>	
	<i>First Responder Initiatives (35)</i>	
8.DD	<b>FLEET AND EQUIPMENT</b>	100
	<i>Fleet (50)</i>	
	<i>Clinical Care Equipment (50)</i>	
8.CC	<b>DEPLOYMENT PLAN</b>	50
	<i>Clinical &amp; Operational Performance Measures (25)</i>	
	<i>Deployment (15)</i>	
	<i>Implementation Schedule (10)</i>	
<b>TOTAL POINTS</b>		<b>1,400</b>

**D. SCORING METHODOLOGY**

In addition to the criteria, detailed elements for each criterion have been developed to provide the evaluators with a comprehensive understanding of the criterion and the value that the stakeholders place on each of the supporting elements. Each criterion has a total point value based on the cumulative value of the elements contained within the criterion and overall value of

the criterion in relation to other criterion. Each element has been assigned a total point value based on the importance to the County of the element as a component of the criterion.

Evaluators will use the following methodology for assigning scores to the elements and overall criteria.

**100% = Excellent:** The proposal successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor and the element contributes appropriately to the meeting the requirements of the criterion.

**75% = Good:** The proposal addresses the element well, although certain improvements are possible in relation to meeting the overall criterion.

**50% = Fair:** The proposal broadly addresses the element, however there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.

**25% = Poor:** The proposal has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.

**0% = Fail:** The proposal fails to address the element in all aspects and its relationship to supporting the criterion.

The following table provides an example of the scoring methodology to be used to evaluate proposals.

**Table 5: Example of Scoring Methodology**

<b>EMS SYSTEM ENHANCEMENTS Criterion</b>				
<b>SAMPLE-Element Evaluation Scoring Matrix</b>				
<b>Evaluation Element</b>	<b>Evaluation Rating</b>	<b>Percentage Awarded</b>	<b>Maximum Points Available</b>	<b>Points Awarded</b>
Organizational Efforts	Excellent	100%	50	50
Programs	Good	75%	25	18.75
Risk Management	Fair	50%	50	25
Technology	Poor	25%	25	6.25
Total Points Available			150	
Total Criterion Points Awarded				100.00

**SECTION 8. SCOPE OF WORK**

**A. GENERAL CONTRACTOR RELATIONSHIP**

Through this procurement, the County intends to hire a single contractor to provide all of the services specified within this RFP. Should a proposer intend to utilize one or more subcontractors to provide any of the contractor's primary responsibilities, including, but not limited to, ambulance response, medical transportation, staffing, training, first response, accounts receivable management, collection activity, capital asset management, logistics and supply management, fleet or equipment maintenance, or any similar services, the proposer must include detailed information about the subcontractor and its relationship to the proposer to allow the County to evaluate the quality and effectiveness of the subcontractor's proposed role. Should the successful proposer plan to utilize subcontractors, the County will look only to the primary, general contractor to deliver contracted performance. The inability or failure of any subcontractor to perform any duty or deliver contracted results will not excuse the primary contractor from any responsibility under the contract with the County.

**B. SCOPE OF SERVICE**

The successful proposer will provide Advanced Life Support First Response and Paramedic Ambulance Transportation services to the County County Exclusive Operating Area. The selected proposer shall use the Santa Clara County communications system and will work cooperatively with the County and with the municipal public safety partners to provide outstanding emergency and prehospital medical services to County residents. The proposer must be highly responsive to the needs and desires of the constituents and constantly strive to enhance the services provided, as approved by the County.

The agreement shall apply to the routine, daily provision of services within the County of Santa Clara. The Santa Clara County EMS Agency may implement any alternative method of service provision during times of local emergency or when the Multiple Patient Management Plan (Refer to the Santa Clara County Multiple Patient Management Plan) has been activated by the County. Nothing in this agreement shall interfere with the County's ability to manage the comprehensive emergency medical services system.

This RFP does not cover the Palo Alto Exclusive Operating Area (City of Palo Alto and associated Stanford-lands parcels). The City of Palo Alto maintains the lawful right to continue to provide advanced life support services in accordance with the California Health and Safety Code, Section 1797.201. However, the proposer must agree to provide seamless ambulance mutual and

automatic aid services as approved by the County and the City of Palo Alto should that be required.

This RFP does not prohibit the proposer from proposing options, efficiencies, or methodologies that may be beneficial to the Santa Clara County EMS System that are not covered in this solicitation. However, the minimum requirements laid out in this RFP must be met in order for the proposal to qualify for evaluation.

The selected proposer shall be responsible for providing all services identified in this RFP. The proposer shall consider existing relationships and establish partnerships to further exceed or refine the services identified in this RFP. In all cases, any partnerships or collaborative agreements shall benefit the entire Santa Clara County EMS System and not cause any fragmentation of the County Exclusive Operating Area.

The County will execute one agreement for the County Exclusive Operating Area

Should any other provider assigned to serve any other EOA or area of the County fail or otherwise abandon or discontinue emergency ground ambulance service within its assigned EOA, the proposer selected by this process may be required to take over responsibility for the EOA or area.

The County will not permit the selected contractor to compete in the non-emergency segment of the ambulance market using resources that are also used to provide emergency services.

All emergency ambulance services will be provided at the advanced life support (ALS) level. Additionally, the contractor will furnish standby coverage for special events, reasonable mutual aid services, special contract services, and logistics and supply services for medical supplies.

**C. GENERAL CONCEPT OF OPERATIONS**

Public safety responders (department of public safety/fire departments) provide the majority of basic and advanced life support first responder services in the County. However, the County's Exclusive Operating Area agreement does not enable fire department providers to provide ambulance transportation under routine circumstances. Nonetheless, those agencies are allowed to modify the response time clock for the ambulance transport provider under subcontractor agreements. For example, in urban areas ALS first responders are responsible for meeting 7:59 response times in the urban areas, and the ambulance provider has 11:59 requirements. The first response agencies are contractually liable for meeting response times.

A public safety/fire department with existing ambulance transportation capabilities within the County Service Areas EOA may continue to provide transportation services in order to augment the services provided by the selected proposer. These Supplemental Transport Ambulance Resources (STAR) resources are used under specific system protocols as outlined the County's Prehospital Care Manual (**Appendix 5: Prehospital Care Manual**). The cost of these services is the sole responsibility of the jurisdiction providing additional services but cost recovery may be done through county-approved subcontracting agreements with the ambulance proposer. The use of public safety/fire department ambulances shall be operated in accordance with Santa Clara County Prehospital Care Policy and ordinance code.

Public Safety/Fire Department ambulance utilization is reviewed by the EMS Agency. The EMS Agency will establish a mechanism for review of all public safety/fire department transports. This process is contained within the Santa Clara County Prehospital Care Manual, Reference Section.

An Advanced Life Support (ALS) unit (first response or transport) shall be staffed with at least one Paramedic and one Emergency Medical Technician or second paramedic with appropriate equipment and supplies.

**D. FIRST RESPONDER STIPENDS**

The proposer shall pay no less than \$5,000,000 annually in first responder stipends in accordance with the County's formula when the established standards are met. The amount shall be adjusted if performance debits or damages have been levied. Payment may only be issued if the fire department holds a valid agreement with the County and is in good standing with the Santa Clara County Emergency Medical Services Agency. The proposer shall make quarterly payments (in arrears) equal to one-fourth of the annual stipend, to each department. The payment will be adjusted for debits and damages. Each year, this first responder stipend shall increase annually at  $\frac{3}{5}$  of the authorized rate of the ambulance fee increase. For example, if ambulance rates increase by 5 percent, the first responder stipend will increase by 3 percent that same year.

In areas where the proposer is responsible for the provision of first response advanced life support services, alternative delivery methods may be used. However, proposed operations must facilitate the rapid transport of patients by ambulance when indicated.

**E. COUNTY COMMUNICATIONS FEES**

To provide an integrated response and improve cost effectiveness of the system the County will require the proposer's use of and access to the radio system owned by the County. Santa Clara

County Communications shall provide dispatching and unit tracking services for the proposer as described in **Appendix 10: Communications**. The proposer shall pay the County \$1,500,000 on an annual basis for County Communication services described in this Section 8.E. These payments do not cover the entire costs of service.

The proposer may not conduct private business operations through Santa Clara County Communications.

**F. FRANCHISE FEE**

The proposer shall pay a franchise fee in the sum of at least \$1,500,000 annually to the County. This fee shall increase annually at 3/5 of the authorized rate of the ambulance fee increase. For example, if ambulance rates increase by 5 percent, the franchise fee will increase by 3 percent that same year. In addition, the fee will increase five percent with each term that the agreement is extended.

The franchise fee shall cover a portion of the County cost of managing the Exclusive Operating Area Agreement. This shall include, but is not limited to, \$275,000 to assist in maintenance of the EMS patient care data system, 3 full-time new EMS Specialist positions dedicated to contract compliance, and compliance/enforcement costs.

**G. AMBULANCE AND AMBULANCE SERVICE PERMIT FEES**

The Santa Clara County Ordinance Code requires ambulance service and ambulance permit fees. Permit Fees are assessed according to the level of service provided as well as the type of ambulance used. A description of these fees and the requirements for ambulance service and ambulance vehicle permitting is located in Appendix 4.

**Table 6: Estimated Contract Fees**

Known Contract Items	Estimated Costs
First Responder Stipends <i>Maintenance of first responder stipends for those providing paramedic and EMD services.</i>	\$5,000,000
County Communications <i>Dispatching and tracking services.</i>	\$1,500,000
EOA Franchise Fee <i>Performance oversight, compliance, and monitoring.</i>	\$1,500,000
Ambulance Permitting and Licensing Fees (estimate)	\$50,000
<b><i>Estimated Costs</i></b>	<b>\$8,050,000</b>

**H. CONTRACT ADMINISTRATION**

The Director of the Santa Clara County Emergency Medical Services Agency shall serve as the Contract Administrator. The Contract Administrator shall have the authority to interpret, enforce, and modify the agreement as authorized by the Santa Clara County Board of Supervisors and applicable authorities.

A Contract Manager, designated by the Contract Administrator, shall manage the agreement. The Contract Manager is an EMS Agency manager responsible for assuring the contractors compliance with the agreement and shall be the liaison between the contractor and County.

The Manager has the authority to levy fines, assessments, and issue notices of non-compliance, institute censures, grant waivers and exceptions; as authorized by the Contract Administrator or designee.

All agreement-related communications shall be directed to the Contract Manager from the contractor. The proposer may make appeals to the Contract Administrator, through the Contract Manager, in accordance with the provisions included in the agreement for services.

The proposer shall employ a full-time Governmental and Public Affairs Liaison, or equivalent option, that shall be the primary resource for the County and municipal partners. The proposer

shall include the Santa Clara County Fire Chiefs Association and the County in the selection process for this position.

**I. RESPONSE TIME PERFORMANCE**

In this performance-based contract, performance that meets or exceeds the response time requirements of the RFP is the result of the proposer’s expertise and methods, and therefore is solely the contractor’s responsibility. Exceeding expectations in one portion of the proposers operation does not excuse poor performance in other areas of operation.

The Medical Priority Dispatch System (MPDS) shall be used as the method of determining the level of resource that is attached to requests for service as identified in Table 4: Response Resource Type.

**Table 7: Resource Type by Call Classification**

<b>MPDS Resource Type by Call Classification</b>			
<b>MPDS Call Classification</b>	<b>First Response</b>	<b>Transport</b>	<b>Notes</b>
Alpha	ALS or BLS	ALS	1. First Response unit ALS or BLS 2. Ambulance immediate dispatch, first responder determination to cancel as soon as possible. 3. Ambulance ALS
Bravo	ALS or BLS	ALS	1. First Response unit ALS or BLS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Charlie	ALS	ALS	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Delta	ALS	ALS	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Echo	ALS	ALS	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Omega	NA	NA	1. May not have First Response 2. Transport may be a non-ambulance 3. ALS or BLS resources 4. Call “Type” determines resource used

**J. URBANIZATION CODING/POPULATION DENSITY**

Urban, Suburban and Rural areas are defined by the population density in these areas. In March of each year, Santa Clara County shall revise urbanization/population density coding based on the

last full calendar year’s population. This coding shall be used for the purpose of system deployment and performance evaluation and will be effective on the following July 1.

**Table 8: Population Density for Geographic Areas**

Classification	Population
Urban	>101 people per square mile
Suburban	51-100 people per square mile
Rural / Wilderness	<50 people per square mile

**K. RESPONSE TIME REQUIREMENTS**

The proposer shall operate the ambulance service system so as to achieve compliance in each response zone every month. Compliance is achieved when 90 percent or more of responses in each priority and in each zone meet the specified response time requirements. For example, to be in compliance for emergency responses in the urban zone, the contractor must place an ambulance on the scene of each emergency (as identified by MPDS) within 11 minutes and 59 seconds (11:59) on not less than 90 percent of all emergency responses.

Currently Omega responses are not included in the dispatch protocols within the County. The County may elect to implement OMEGA responses; therefore, the proposer shall propose options within their response to this RFP.

The response time requirements are described in the tables below.

**Table 9: Response Time Requirements in the Urban Response Zone.**

<b>URBAN Response Requirements</b>			
<b>MPDS Priority</b>	<b>First Response</b>	<b>Ambulance</b>	<b>Notes</b>
Alpha	12:59 RLS <sup>1</sup> / No RLS	16:59 No RLS	<ol style="list-style-type: none"> <li>1. First Response unit ALS or BLS (Proposer may propose options)</li> <li>2. Ambulance simultaneous dispatch (Proposer may propose options).</li> </ol>
Bravo	7:59 RLS	16:59 No RLS	<ol style="list-style-type: none"> <li>1. First Response unit ALS or BLS</li> <li>2. Ambulance simultaneous dispatch (Proposer may propose options).</li> <li>3. Ambulance ALS</li> </ol>
Charlie	7:59 RLS	11:59 RLS	<ol style="list-style-type: none"> <li>1. First Response ALS</li> <li>2. Ambulance simultaneous dispatch.</li> <li>3. Ambulance ALS</li> </ol>
Delta	7:59 RLS	11:59 RLS	<ol style="list-style-type: none"> <li>1. First Response ALS</li> <li>2. Ambulance simultaneous dispatch.</li> <li>3. Ambulance ALS</li> </ol>
Echo	7:59 RLS	11:59 RLS	<ol style="list-style-type: none"> <li>1. First Response ALS</li> <li>2. Ambulance simultaneous dispatch.</li> <li>3. Ambulance ALS</li> </ol>
Omega		59:59 No RLS	<ol style="list-style-type: none"> <li>1. May not have First Response</li> <li>2. Transport may be a non-ambulance</li> <li>3. ALS or BLS resources</li> <li>4. Call "Type" determines resource used (Proposer shall propose options.)</li> </ol>

<sup>1</sup> RLS means "red lights and siren—an emergency response. Fire agencies may respond as each agency deems appropriate; however, the time requirements will remain as shown in these tables.

**Table 10: Response Time Requirements in the Suburban response zone.**

<b>SUBURBAN Response Requirements</b>			
<b>MPDS Priority</b>	<b>First Response</b>	<b>Ambulance</b>	<b>Notes</b>
Alpha	14:59 RLS/ No RLS*	21:59 No RLS*	<ol style="list-style-type: none"> <li>1. First Response unit ALS or BLS (Proposer may propose options)</li> <li>2. Ambulance simultaneous dispatch. (Proposer may propose options)</li> </ol>
Bravo	9:59 RLS*	21:59 No RLS*	<ol style="list-style-type: none"> <li>1. First Response unit ALS or BLS</li> <li>2. Ambulance simultaneous dispatch. (Proposer may propose options)</li> <li>3. Ambulance ALS</li> </ol>
Charlie	9:59 RLS*	16:59 RLS*	<ol style="list-style-type: none"> <li>1. First Response ALS</li> <li>2. Ambulance simultaneous dispatch.</li> <li>3. Ambulance ALS</li> </ol>
Delta	9:59 RLS*	16:59 RLS*	<ol style="list-style-type: none"> <li>1. First Response ALS</li> <li>2. Ambulance simultaneous dispatch.</li> <li>3. Ambulance ALS</li> </ol>
Echo	9:59 RLS*	16:59 RLS*	<ol style="list-style-type: none"> <li>1. First Response ALS</li> <li>2. Ambulance simultaneous dispatch.</li> <li>3. Ambulance ALS</li> </ol>
Omega		89:59 No RLS*	<ol style="list-style-type: none"> <li>1. May not have First Response</li> <li>2. Transport may be a non-ambulance</li> <li>3. ALS or BLS resources</li> <li>4. Call "Type" determines resource used (Proposer shall propose options)</li> </ol>

**Table 11: Response Time Requirements in the Rural and Wilderness zones.**

<b>RURAL / WILDERNESS Response Requirements</b>			
<b>MPDS Priority</b>	<b>First Response</b>	<b>Ambulance</b>	<b>Notes</b>
Alpha	21:59 RLS/No RLS*	41:59 RLS or No RLS*	1. First Response unit ALS or BLS 2. Ambulance <u>by request only</u> 3. Ambulance, RLS/No RLS, ALS or BLS as requested.
Bravo	11:59 RLS*	41:59 RLS or No RLS*	1. First Response unit ALS or BLS 2. Ambulance simultaneous dispatch. 3. Ambulance, RLS/No RLS, ALS or BLS as requested
Charlie	11:59 RLS*	21:59 RLS*	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Delta	11:59 RLS*	21:59 RLS*	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Echo	11:59 RLS*	21:59 RLS*	1. First Response ALS 2. Ambulance simultaneous dispatch. 3. Ambulance ALS
Omega		As soon as possible No RLS*	1. May not have First Response 2. Transport may be a non-ambulance 3. ALS or BLS resources 4. Call "Type" determines resource used (Proposer shall provide options)

Response priorities are defined according to a Medical Priority Dispatch System (MPDS). The protocols currently in use in Santa Clara County are available for inspection at the Santa Clara County EMS Agency.

For each call in every category not meeting the specified response time criteria, the contractor will submit a written report in a format approved by the County documenting the cause of the late response and the contractor's efforts to eliminate recurrence.

**L. RESPONSE TIME MEASUREMENT**

The response time measurement methodology employed can significantly influence operational requirements of the EMS system. The following method will be used throughout the contract to measure response times.

**1. Response Time Clock**

For purposes of measuring response intervals, the official "clock" will be the time displayed by the CAD system in use at Santa Clara County Communications.

## **2. Time Intervals for Response Reporting**

Response intervals will be measured from the time the call is dispatched by Santa Clara County Communications until the contractor's apparatus comes to a complete stop at the dispatched incident location.

For all types of requests for ambulance service, the response clock shall be stopped when the ambulance or other authorized vehicle comes to a complete stop at the scene of the event. Arrival on the scene of an authorized first response unit shall not stop the response time clock unless the first responder is authorized to do so by the County.

Arrival on scene means the moment an ambulance crew notifies Santa Clara County Communications that it is fully stopped at the dispatched location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous scenes, or non-specific highway locations), arrival "on scene" shall be the time the ambulance arrives at the designated staging point or other location. The Medical Director may require the contractor to log time "at patient" for medical research purposes. "At patient" time intervals shall not be considered part of the contractually stipulated response time.

If the ambulance fails to report "on scene," the time of the next communication with the ambulance will be used as the "on scene" time.

## **3. Upgrades, Downgrades and Cancellations and Reassignments**

### **a) Upgrades**

If an assignment is upgraded to red lights and siren response, prior to the arrival on scene of the first ambulance, the response time clock will reset at the time the upgrade is dispatched, and the proposer's compliance with contract standards will be the shorter of a) the non-RLS response requirement measured from the time the unit was originally dispatched, or b) the RLS response times measured from the time of the upgrade.

### **b) Downgrades**

Medically trained first responders and law enforcement officers, as authorized by the County, may initiate downgrades. If an assignment is downgraded prior to the arrival on scene of the first ambulance, the proposer's compliance with contract standards and

liquidated damages will be calculated based on the lower priority response time requirement; however, the time shall be calculated to include the time that the unit responded with RLS.

c) Reassignment Enroute

If an ambulance is reassigned enroute prior to arrival on scene (e.g. to respond to a higher priority request), the proposer's compliance and liquidated damages will be calculated based on the response time requirement applicable to the assigned priority of the initial response.

d) Cancelled Enroute

If an ambulance is cancelled by an authorized agency, after an assignment has been made but prior to the arrival of the first ambulance, and no ambulance is required at the dispatched location, the response time clock will stop at the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority and zone of the call, the unit will be determined to be "late."

e) Unusual System Overload (USO)

Exemptions from damages may be granted in cases of Unusual System Overload (USO) as identified in Table 9: Unusual System Overload Exemptions.

**Table 12: Unusual System Overload Exemptions**

<b>Exemptions for Unusual System Overload (USO)</b>		
<b>Reason</b>	<b>Criteria</b>	<b>Notes</b>
Operational System Surge Event	Implementation of Level II or greater Multiple Patient Management Plan Activation.	<ol style="list-style-type: none"> <li>1. The demand for service must have exceeded the historical demand at the 90<sup>th</sup> fractile by 120% for the day of the week and time of day, for the same day/time and zone in the previous year at the time that the initial unit was dispatched to the call.</li> <li>2. Unless exempted by the County, USO shall only be granted for the first 30 minutes of a medical-surge event.</li> </ol>
During Times of Local Proclamation of Disaster or Emergency	The County must specifically waive response time (or other applicable) criteria. The presence of a proclamation does not automatically exempt agreement provisions.	

**f) Response Times Outside of Exclusive Operating Area**

The Proposer will respond immediately to requests from outside the EOA. The Contractor will not be held accountable for emergency response time compliance for any response dispatched to a location outside of the defined service area. Responses to requests for service outside of the service area will not be counted in the total number of responses used to determine compliance.

**g) Multiple Ambulance Response**

All proposer’s units are required to meet established response time requirements. Exemptions may be granted at the discretion of the County for cause (multiple casualty incident, etc.). The routine dispatch of up to two proposer’s ambulances to the scene of a single call shall not meet criteria for an exemption unless other circumstances exist that would otherwise qualify that response for an exemption.

**h) Response Time Exceptions and Exemption Requests**

The proposer shall maintain mechanisms for reserve production capacity in the County to increase production should temporary system overload persist. In addition to Unusual

System Overload exemptions, the following responses are exempt from response time calculations. Responses outside the County's EOA; Responses in established Hard to Serve Areas; and/or Substantiated County Communications Infrastructure/Equipment System Failure.

Equipment failures, traffic congestion, ambulance failures, and inability to staff units and other causes will not be grounds for granting an exception to compliance with the response time requirements.

If the proposer believes that any response or group of responses should be excluded from the compliance calculations due to "unusual factors beyond the contractor's reasonable control," the proposer may provide detailed documentation and request that these runs be excluded from response time calculations and associated damages. Any such request must be made in writing and in accordance with the County's Exemption Review Process.

**M. DEVIATIONS FROM RESPONSE TIME, PERFORMANCE OR OTHER STANDARDS**

The successful proposer understands and agrees as shown by submitting a response to this RFP that the failure to comply with any time, performance or other requirements in this RFP or the final contract will result in damage to the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the proposer and County agree to the liquidated damages specified in the RFP and the final contract. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County. It is also expressly understood and agreed that County's remedies in the event of the successful proposer's breach or any noncompliance, are not limited to this RFP or the final contract liquidated damages provisions. Chronic failure to comply with the response time requirements may constitute breach of contract.

**N. LIQUIDATED DAMAGES FOR NON-PERFORMANCE**

All liquidated damage amounts will be paid by the successful proposer within 10 days. Chronic failure to comply with the response time requirements may constitute breach of contract.

**1. Liquidated Damages for Monthly Zone Non-Compliance**

Ninety percent (90%) response time compliance in each zone and within each code of response, as adjusted for exemptions, shall be considered compliant with the agreement. The proposer shall be deemed in breach of contract if the proposer fails to meet ninety percent (90%) compliance:

- In the same response zone for any two (2) reporting periods in any six consecutive months; and/or,
- In the same response code category for any two (2) reporting periods within any consecutive six (6) month period.

Liquidated damages will be assessed, (in addition to the per-run liquidated damages for late responses) according to the following escalating scale when response time compliance falls below 90 percent for any zone or response code in a given month:

**Table 13: Liquidated Damages for Zone Non-Performance**

<b>Zone Performance Liquidated Damages</b>	
<b>Zone Performance</b>	<b>Damages</b>
89%	\$10,000
88%	\$20,000
87%	\$30,000
86%	\$40,000
85% and less	\$50,000

Failure to meet response time requirements for at least 90 percent of responses each month for three consecutive months or for four months in any contract year will be additionally defined as a major breach and may result in removal of the contractor and forfeiture of performance security.

**2. Liquidated Damages for Response Time Non-performance**

In addition to damages that accrue for Zone non-compliance, liquidated damages will accrue for each call in each zone that exceeds the response time requirements

**Table 14: Liquidated Damages for Response Time Non-Performance**

<b>RESPONSE TIME PERFORMANCE LIQUIDATED DAMAGES Per Response</b>			
<i>Amount that Response Time is Exceeded</i>			Fine per- response
Urban / Suburban	Rural	Wilderness	
Up to 2:59	Up to 2:59	Up to 2:59	\$250
3 to 4:59	3 to 4:59	3 to 4:59	\$500
5 - 9:59	5 - 9:59	5 - 9:59	\$1,000
10 - 14:59	10 - 14:59	10 - 14:59	\$2,000
15 - 19:59	15 - 19:59	15 - 19:59	\$5,000
20 - 24:59	20 - 24:59	20 - 24:59	\$8,500
25 - 34:59	25 - 34:59	25 - 34:59	\$10,000
35+	35+	35+	\$15,000

Late responses will accrue fines with no maximum penalty. The penalty amount shall increase according the number of minutes the unit is delayed past the mandated response time.

**3. Liquidated Damages for Non-compliance with Other Standards**

In addition to meeting response time reporting requirements, the contractor shall meet other standards as defined herein. The intent of the requirements is to ensure that the ongoing performance of the proposer and to foster communication regarding potential situations in which charges could be assessed. The Contract Manager may waive charges if reporting requirements are met and the situation does not represent a recurring pattern of poor performance.

In addition to all other charges, the following will apply for failure to meet the following requirements:

**Table 15: Damages for Non-Compliance with Other Standards**

Damages for Non-Compliance with Other Standards	
Liquidated Damage Amount	Damage Trigger
\$2,500	Failure to submit any monthly or quarterly report required herein by either the seventh day of the month following the month for which the report pertains, or if the seventh day occurs on a Saturday or Sunday, the first Monday after the seventh day; and \$1,000 per day until the report is received.
\$2,500 per incident	Failure to submit responses within five business days to inquiries or tasks assigned by the Contract Manager.
Up to \$5,000 per ambulance per incident	For each incident during which the provider fails to have equipment or supplies on board any ambulance as required by the County.
\$5,000 per incident	Reporting “unit arrived on scene” before the unit actually comes to a complete stop at the specific address or location. This can be determined through random audit, or reported to the EMS Agency through witnesses, first response personnel, or ambulance personnel.
\$2,500 per incident	Failure to immediately report any failure to meet standards required herein which may place the health and well-being of the people of Santa Clara or the County’s EOA in jeopardy, or any significant clinical, contract or staffing event, including but not limited to: <ul style="list-style-type: none"> <li>• Any ambulance being involved in a motor vehicle accident with significant damage or injury.</li> <li>• Chronic staffing shortages that cannot be relieved with routine levels of overtime hours as determined by the Contract Manager.</li> <li>• Chronic failure to comply with incident command requirements.</li> </ul>
\$500 per incident	Failure to maintain workloads for each unit below the maximum unit-hour utilization rate per reporting period for scheduled 24-hour shifts. The maximum allowed UHU for 24-hour shifts is 0.40
\$1,000 per incident	Vehicle failure while in the commission of 9-1-1 services.
\$250 per incident	Failure to accurately complete a patient care record and enter into the Electronic Records Data Base within the specified time established by the County
\$1,000 per occurrence	Use of a mutual aid provider when provider is not part of a CAA.
\$1,000 per occurrence	Failure to maintain minimum number of ambulances.
\$1,000 per day or portion thereof	Failure to provide prehospital quality assurance information on the date required
\$10,000 per incident	Assigning personnel to field duties when those personnel do not hold the appropriate EMT or Paramedic authorization issued by Santa Clara County.

Nothing shall prohibit the County from implementing other appropriate remedies. The decision of the Contract Manager shall be final in relation to determining remedies for violations described in this section.

**O. LIQUIDATED DAMAGES FOR SUBSTANDARD PERFORMANCE DURING LAME-DUCK PERIOD**

The County may charge the Proposer up to \$200,000 (per zone, per month) if the performance pattern consistently falls below the standards established in the agreement during a “Lame Duck” period. Consistently means that performance falls below ninety percent (90%) compliance during any month in any zone during this phasing out period. This liquidated damages calculation is in addition to any other damages identified in the contract.

**P. USE OF LIQUIDATED DAMAGES**

Revenue generated from non-performance damages of the proposer shall be deposited into an EMS Trust Fund Account. The Contract Manager shall manage this account as approved by the Contract Administrator. Expenditures from this account should benefit the development and enhancement of the Santa Clara County Emergency Medical Services System. Primary benefactors shall be participating public safety EMS provider organizations, the EMS Agency, and Santa Clara County EMS Agency Stakeholder group projects that will directly benefit prehospital 911 EMS Services.

Unless the County shall encounter a period of financial hardship, annual funding shall be allocated to the following project areas with system-wide benefit:

- Training & Education Programs
- Quality Improvement Initiatives
- Enhancements to Services Provided to Patients
- EMS Provider Recognition and EMS Week Activities
- EMS System Performance Publications and Consumer Information

The EMS Agency may annually solicit requests for projects from EMS System Stakeholders.

In addition, any other projects will be reviewed by the Contract Manager and if recommended by the Contract Administrator, then submitted to the Board of Supervisors for approval.

**Q. REPORTING REQUIREMENTS**

The proposer will provide, by the seventh day of each calendar month, reports detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein.

**R. EQUIPMENT FURNISHED/INFRASTRUCTURE AVAILABLE**

Santa Clara County currently operates a Computer Aided Dispatch (CAD) system, which is owned, operated and maintained by the County. The Proposer will fund any modifications, additions or custom programming to the existing CAD that may be required to meet the requirements of this RFP.

An Automated Vehicle Location (AVL) system that is integrated with the county's CAD system is required. Proposers should detail their experience and approach to utilizing these systems, and the relative advantages to the County and Proposer of employing such a system. Any system provided will be implemented such that any fire agency or law enforcement agency in the county will have access to the AVL system "backbone" so that the public safety agencies may upgrade their systems to include AVL. The proposer will not be obligated to pay for another agency's use of the system.

**S. STAND-BY AND SPECIAL EVENTS COVERAGE**

The proposer shall provide ALS ambulance, ALS first response, and/or EMS Field Supervisor standby services when requested by any public safety partner or County related to 9-1-1 system activity.

The proposer shall be responsible to provide resources as requested by the County for any special event in which it is reasonable to suspect that increased emergency medical service requests will occur at no cost to the County.

Upon request by the County, law enforcement or and fire department personnel, the proposer shall furnish courtesy stand-by coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public.

Other community service oriented entities may request stand-by coverage from the contractor. The proposer is encouraged to provide such non-dedicated standby coverage to events if possible. If the proposer is requested to provide such services with a dedicated ambulance, then the proposer may provide such services for a charge equal to the approved County rate for standby

services. Proposer may also make a paramedic or EMT available for pre-scheduled stand-by and special events coverage at an hourly rate. Proposers should provide a plan for the development of a joint special events team utilizing resources provided by the first response agencies that choose to participate, as well as the contractor. Revenues from special events may be used to fund the plan.

**T. MUTUAL AND AUTOMATIC AID**

**1. Automatic and Mutual Aid Agreements**

The County of Santa Clara is a signatory to the California Master Mutual Aid Agreement and operates under the Standardized Emergency Management System. It is therefore necessary for the proposer to provide services in accordance with existing and future automatic aid agreements between San Mateo, Santa Cruz, Alameda, Stanislaus, Merced, San Benito, and Santa Clara County.

The proposer shall respond to all mutual aid requests as authorized by the County. The County will consult with the proposer when implementing or modifying any mutual aid agreement in order to facilitate adequate planning time by the proposer.

Only at the direction of the County, the proposer shall enter into Cooperative Ambulance Assistance Agreements (CAA) with proposers outside of the Operational Area as approved by the County. These Agreements shall address contractual performance standards and shall not infringe on Operational Area Mutual Aid processes and agreements.

Unless authorized by the County, response time performance standards shall apply to services provided under a County approved CAA.

The proposer may not enter into any agreements for automatic or mutual aid services without the approval of the County. This shall include federal and private service commitments for emergency and/or disaster response.

**2. Intra-County Cooperative Ambulance Assistance Agreements**

The proposer may enter a written agreement with each interested Santa Clara County permitted public and private ambulance service in good standing (as determined by the County) in the event that the proposer requires additional resources to meet the provisions of the agreement.

The proposer shall pay a penalty for the use of non-contractor provided resources unless exempted by the County or authorized through the agreement and approved by the County. The use of other ambulance service providers may not occur routinely, unless negotiated through the EOA selection process and approved by the County.

In the event that another provider acts in place of the proposer, through an established CAA, the proposer shall continue to be responsible for all variances in the terms of the agreement including response times, liquidated damages and performance measures.

This agreement shall include the payment of fees as follows as identified in the following table: Liquidated Damages for Contractor Mutual Aid.

**Table 16: Liquidated Damages for Contractor Mutual Aid**

<b>Liquidated Damages for Contractor Mutual Aid</b>		
<b>Description</b>	<b>Fee</b>	<b>Payee</b>
Proposer’s use of other ambulance services (public or private) within the 9-1-1 System.	\$1,000 per-occurrence (when provider is not part of a CAA).	County: EMS Trust Fund net thirty days from occurrence.
	Applicable response time fines incurred by the ambulance service’s response.	County: EMS Trust Fund net thirty days from occurrence.
	\$1,000 per occurrence, if the patient is uninsured or does not pay a “reasonable and customary” bill for service issued by the private ambulance provider within six months of the date of service.	Ambulance Service Used Direct payment by Proposer.

**3. Cooperation with Other County EOA Providers**

The proposer shall agree to implement a procedure for providing cooperative assistance to other EOAs within the County within 90 days of the start of the agreement. This procedure shall include provisions for emergency response, standby and coverage services, and transportation. Any and all procedures must be approved by the County and may be

modified at any time as determined by the County. Such agreements shall not infringe on the County's ability manage the Emergency Medical Services System or the Medical-Health System. These agreements shall be finalized prior to executing the service agreement with the other existing EOA provider.

**4. Operation Outside of the County**

In order to preserve the integrity of the Santa Clara County EMS System, the contractor shall ensure that adequate resources remain in the County to meet the provisions of this agreement. The release of any of the proposer's assets, at the request of a governmental entity, shall be in accordance with the Standardized Emergency Management System and the Operational Area Medical Health Operational Area Coordinator or designee.

The County shall not inhibit the proposer's private business, so long as such operation does not infringe on services provided by the execution of an Exclusive Operating Area Agreement, SEMS, or other applicable policy, procedure, ordinance or standard. Any private business services must be conducted external to the 9-1-1 EOA structure.

**U. DISASTER ASSISTANCE AND RESPONSE**

The proposer shall be actively involved in planning for and responding to any disaster in the County. The proposer will use and follow the guidelines found in the County's Multiple Patient Management Plan.

In the event a disaster within the county or a neighboring county exists, normal operations may be suspended and the proposer shall respond in accordance with the County's emergency operations plans. The proposer shall use best efforts to maintain primary emergency medical services provision. During the period of a disaster and when waived by the County for a specific period, the County will not impose performance requirements and liquidated damages for response times.

**1. Public Health Department Emergency Operations Center**

When requested by the County, the proposer shall provide a senior operations manager as a resource to the Public Health Department Emergency Operations Center or other location as an Agency Representative of the proposer.

**V. COUNTY CLINICAL PROVISIONS AND MEDICAL OVERSIGHT**

Santa Clara County desires in proposers who can translate clinical quality review findings into priorities for improvement, into decisions on resource allocation, and into opportunities for

innovation. Proposers should describe how new, modified, and customized products and services, and production/delivery processes are designed and implemented. Proposers should also detail how clinical quality findings are deployed throughout the organization and, as appropriate, to the organization's suppliers and/or business partners, such as the Santa Clara County EMS Agency, the Medical Director, first responders, and other service providers.

Proposals should explain the relationship between quality assurance and field personnel, including how field personnel participate in the organization's quality assurance and improvement plans; the organization's approach to remedial training, censure, and monitoring; and the organization's field training program for EMTs and paramedics and how quality is assured during this process.

**1. Medical Oversight.**

The County shall furnish medical oversight services, including the services of an EMS Medical Director, for the contractor and all participating first response agencies in accordance with County policies. The Medical Director is an agent of the County and shall receive no compensation or remuneration directly from the proposer.

**2. Provider Medical Advisor**

The proposer shall employ or contract a medical advisor for no less than .25 FTE (may be a contractor). The Provider Medical Advisor shall serve as the primary liaison between the County EMS Medical Director and the proposers Clinical Management Program. The contractor's medical advisor may not establish clinical care protocols, but serves as the lead clinical care quality manager for the provider's internal quality improvement processes and as a subject matter expert.

The Provider Medical Advisor will be a California licensed M.D. or D.O. who is board certified and experienced in Emergency Medicine and has experience in quality improvement techniques.

**3. Advanced Clinical Care**

All ambulances rendering services shall be staffed with at least one paramedic, and will be equipped to render paramedic care. The second staff member shall, at a minimum, be an EMT. Proposers may submit proposals that exceed the minimum staffing requirements.

**4. Medical Protocols**

Proposer shall comply with EMS System medical protocols and policies and other requirements of the system standard of care as established by the EMS Medical Director. Current prehospital medical protocols and policies are found in the Prehospital Care Manual in **Appendix 5, System Clinical Protocols**.

**5. Direct Interaction with Medical Control**

Field and communications personnel have the right and responsibility to interact with the system's medical leadership on all issues related to patient care. This personal professional responsibility is essential. Particular attention has been given to including safeguards against the proposer's organization preventing or discouraging this interaction from occurring. The EMS Medical Director recognizes the complexity of these interactions, and will not otherwise involve himself/herself in employer's labor matters. The proposer will be required to designate an individual who will be responsible for quality improvement and serve as liaison to the EMS Agency.

**6. Medical Review/Audits**

The goal of the medical audit process is to improve patient care by providing feedback on the system and individual performance. If the audit process is to be positive, it routinely must produce improvement in procedures, on-board equipment, and medical practices. It is the proposer's responsibility to implement this corrective feedback.

To the greatest extent possible, medical audits are to be scheduled in advance for the convenience of the field personnel. The proposer shall arrange schedule changes, if possible, to make medical audit attendance more convenient.

The EMS Medical Director may review and categorize medical audit requests, separating those with important clinical implications or which potentially involve disciplinary action from those that involve by telephone, and may resolve the matter directly without further involvement, or unnecessary inconvenience of field personnel.

The EMS Medical Director may require that any of the proposer's employees attend a medical audit when necessary. Employees may attend any audit with respect to any incident in which they were involved that is being formally reviewed but must maintain the

confidentially of the medical audit process. Every employee involved in a case being reviewed is not required to attend unless mandated by the EMS Medical Director.

The County shall at all times work with proposer to ensure that procedures and processes, which are already in place in the proposer's organization, are not altered unnecessarily.

**7. Demonstrable Progressive Clinical Quality Improvement Required**

The County desires that the successful proposer develop and implement a comprehensive quality improvement process for its services. This process shall include, at a minimum, transport personnel, and should provide for integration of all responders and caregivers for each patient care situation. Ideally, the QI process should include all patient contacts and interventions, including: bystander action, AED or other first responders, including law enforcement, 9-1-1 call taking and EMD, multiple agency dispatchers, Fire first responders, ambulance personnel, Base Hospital and receiving facilities. Management personnel should be assigned with specific competencies and training is developing and maintaining clinical quality improvement programs. Quality improvement processes shall be utilized to improve outcome oriented patient care and facilitate continuing education. The County desires that the provider's quality improvement programs be proactive rather than reactive and establish methods to ensure continuous improvements in medical care throughout the system.

The proposer shall provide in-house or sub-contracted in-service training programs designed to meet employee certification requirements that will be offered at no cost to employees. While the specific compensation strategy utilized by each proposer to attract and retain quality employees is properly left to the expertise of the proposers, the County would like to see the employees compensated for time spent in required training. Such compensation, whether in the form of hourly pay, training bonuses, differential pay or other form should be specifically identified in the proposal.

The proposer shall budget a specific amount each year to be used for non-mandatory clinical upgrades. It is the County's intent to encourage and require its proposer to anticipate increasing internal standards and the funding needs of these enhancements in addition to those that may be externally mandated. Each Proposer will be required to propose a cumulative annual reserve for these upgrades for each year of the contract. Examples may

include chest compression assistance devices, wireless patient telemetry transmission, breathing assistance tools, heating/cooling devices, etc.

**8. Committee Participation**

The proposer shall participate in all appropriate EMS System Stakeholder Committees and task force groups, as determined by the Program Manager.

**9. Field Treatment Guide Production**

The proposer shall be responsible for the production of County approved Field Treatment Guides (Section #700 of the Santa Clara County Prehospital Care Manual) every other year at proposer's cost. No less than 3,000 guides must be produced as designed and published by the Santa Clara County Information Systems Printing Services Department.

**10. Clinical Quality Assurance and Improvement**

The proposer shall comply with the State, County, and provider-based Emergency Medical Services Quality Improvement Plan (EQIP). Failure to provide requested data on time will result in a fine of \$1,000 per-document, per-day or portion thereof.

**11. Clinical Education and Training**

The proposer shall develop and implement a clinical education and training program for the approval of the County. This program must synchronize with the County approved Emergency Medical Services Quality Improvement Program (EQIP). The County Program can be found in the Santa Clara County **Prehospital Care Manual, Appendix 5**.

The proposer will assist in the production of an annual County EMS Conference in cooperation with the EMS Agency. The proposer shall propose its contribution to the annual conference.

**W. COMMUNITY ENHANCEMENTS**

Proposers should address their responsibilities to the public and how the organization practices good citizenship. That description should address how the organization, its senior leaders and its employees support and strengthen their communities. A description should be included of how the organization would build positive relationships with its customers, including significant differences, if any, for different customer groups or market segments.

Proposers should also describe their commitment to share recognition with all components of the EMS system in public relations and education efforts.

**1. Education Requirements**

The County desires that its contractor take significant steps to improve access to the 9-1-1 system and participate in community education programs emphasizing preventative health care. These programs are to be made available to schools and community groups. The proposer shall provide extensive public outreach and education programs. Examples of programs may include disease prevention; CPR, AED, and first aid instruction; drowning prevention, and health risk-factor targeted education.

The proposer shall provide a list of programs and associated goals that would be offered including a basic schedule. The training plan shall include mass CPR/AED training initiatives for the public no less than semi-annually.

The proposer shall support collaborative education and training programs offered by the County and fire departments. This may include the Every Fifteen Minutes program, in-school CPR/AED education, safety fairs, health expositions, etc.

**2. Public Information**

The proposer shall refer all media inquiries related to the provision of 9-1-1 medical care services to the County. Nothing in this agreement precludes the proposer from providing corporate information to the media.

The County shall approve all advertising, brochures, promotional materials, and will require the Santa Clara County EMS System logo and wording as appropriate.

The proposer shall not solicit private business when engaged in EOA related services.

The proposer shall provide information to the public that describes the services provided to the County. A copy of this document must be provided in any bills for service issued by the proposer and shall be approved by Santa Clara County EMS prior to distribution.

The proposer shall identify a primary Information officer and adequate relief/back-up personnel. All personnel assigned to Information Officer responsibilities shall complete the California Specialized Training Institute (CSTI) or other Office of Domestic Preparedness (ODP) approved class, as well as crisis and/or basic and advanced information officer programs (or other equivalent programs) approved by the County.

As a support agency, the proposer shall coordinate all incident-related public information with the appropriate authority. This shall be in accordance with the Standardized Emergency Management System (SEMS).

The proposer shall provide a website for use by the general public and a separate website (or secured section of the public website) for use by employees. Proposers should describe the electronic reporting system that will be made available to the public and customers of the EMS system. That description should include any web-based products or programs that system participants and customers of the system can access for service delivery information, organizational programs, system performance measures and activities. The website shall be focused at the services provided to the citizens and visitors of Santa Clara County. All performance data must be posted to this site.

**3. Patient Satisfaction Program**

The proposer shall implement a coordinated Patient Satisfaction Program (PSP) that focuses on the services provided to patients in the Santa Clara County EMS System. The program shall contain quantitative and qualitative assessment mechanisms that include the PSP and must be approved by the County. The processes, measurements and data used to determine patient and customer satisfaction should be described. The program should explain how the organization determines longer-term requirements, expectations, and preferences of target and/or potential customers and markets, and how the organization uses this information to understand and anticipate customer and market needs and to develop improvements.

Proposers should describe their proposed complaint management process including the methods by which complaints are resolved effectively, and how complaints are aggregated and analyzed for use throughout the organization.

This program shall be developed and implemented in cooperation with the fire departments and approved by the County prior to implementation. Proposers should describe how they intend to share recognition with all components of the EMS system in public relations and education efforts.

## **X. EMS SYSTEM ENHANCEMENTS**

This section examines how the organization defines its relationship with the various communities, stakeholders and customers within the EMS system and how the organization establishes programs and activities that have a focus on enhancing and making improvements to the system.

Proposers should describe how the organization's performance and capabilities are reviewed by management to determine organizational progress in meeting established action plans, goals, and changing business needs. That discussion should include the performance measures regularly reviewed by the organization's senior leaders. Importantly, the proposers should define the organization's process for determining areas in which it can make a significant contribution to the improvement of the EMS system; including the type of programs envisioned to help support system improvement and how these programs are structured to achieve overall system performance, including the performance measures regularly reviewed by the organizations senior leaders.

Proposers should also describe how review findings are translated into priorities for improvement, decisions on resource allocation, and opportunities for innovation. The proposers should demonstrate how findings are deployed throughout the organization and, as appropriate, to the organization's suppliers and/or system partners, such as Santa Clara County EMS, First Responder agencies and other service providers.

Proposers should describe their organization's current and/or proposed operational performance objectives that contribute to the achievement of key organizational performance goals that at a minimum should include - customer satisfaction, product and service quality, operational effectiveness and system improvement initiatives.

Programs should be identified that reflect the organizations process for determining areas in which it can make a significant contribution to the improvement of the EMS systems, and including the types of programs envisioned to help support system improvements and how these programs are structured. Examples of current or past practices should describe how the firm achieves its goals and objectives.

Proposers should explain how they will communicate both formally and informally with the EMS stakeholder organizations to ensure that an effective flow of information exists between agencies.

**1. Internal Risk Management/Loss Control Program Required**

Proposers should describe key practices, measures, and targets for regulatory, legal, and ethical requirements and for risks associated with organization products, services, and operations. Those methods should explain how the organization transfers, modifies or eliminates its risks. Include a discussion of how insurance plans are used to mitigate risk in the organization, including deductibles, self-insurance (if appropriate), re-insurance, pooling of risk, and other components of the Proposer's insurance plan.

Proposers shall identify all legal judgments (including on-going litigation), actions or fines that have been levied against the organization, sub-entities, or any of its officers or employees during the last 5 years.

The proposal shall describe the proposer's experience in working with any partners or subcontractors that are proposed to meet the requirements of this RFP. Include identification of how risk is shared, prevented, managed, and addressed in any cooperative venture.

The County believes that education and aggressive prevention of conditions in which accidents occur is the best mechanism to avoid injuries to patients and the proposer's staff. The County requires the proposer to develop and implement an aggressive loss control program including, at a minimum, physical pre-screening of potential employees (including drug testing), initial and on-going driver training monitoring of driving performance, safety restraints for patients and caregivers, infectious/communicable disease prevention and training, lifting technique training, hazard reduction training, as well as involvement of employees in planning and executing its safety program.

**Y. TECHNOLOGY, DATA, AND REPORTING REQUIREMENTS**

The long-term success of an EMS system is predicated upon its ability to both measure and manage its affairs. Therefore the County will require its contractor to provide detailed operations, clinical, financial, and administrative data in a manner that facilitates its retrospective analysis. Proposers should describe how they will assist Santa Clara County in implementing a fully integrated, electronic reporting system that meets the information needs of the proposer and the Santa Clara County EMS Agency. The proposers should explain how they will gather and transfer data, including patient care data, for every patient encountered and every medical request responded to by field personnel.

**1. Data Reporting Capabilities**

The proposer’s electronic data system must be capable of producing the following required reports to be utilized in measuring response time compliance:

**Table 17: Performance Reporting Requirements**

Monthly	Cumulative Values
Total Responses (RLS & Non-RLS)	#
RLS Responses	#
RLS Late Responses	#
RLS Unadjusted Compliance	%
RLS Adjusted Late Responses	#
RLS Adjusted Compliance	%
Transports – Number of Events	#
Transports – Number of Total Patients	#
Dry Runs	#
Dry Runs – By Type	
Cancelled On Time	#
Cancelled Late	#
Unusual System Overload (USO) Exemptions	#
Exemptions Requested	#
Types of Exemptiion	
Exemptions Granted	#
Extended Minutes	#
Compliance Fine	\$
<b>Non-RLS Responses</b>	
Non-RLS Responses	#
Non-RLS Late Responses	#
Non-RLS Unadjusted Compliance	%
Non-RLS Adjusted Late Responses	#
Non-RLS Adjusted Compliance	%
Transports – Number of Events	#
Transports – Number of Total Patients	#
Dry Runs	#
Dry Runs – By Type	
Cancelled On Time	#
Cancelled Late	#
Unusual System Overload (USO) Exemptions	#
Exemption Requested	#
Types of Exemption	
Exemptions Granted	#
Extended Minutes	#
Compliance Fine	\$

<b>Total Performance Premium</b>	
Total Extended Minutes	#
Total Extended Minutes Compliance Fine	\$
BLS Utilization Fine	\$
Subzone Compliance Fines	\$
ALS Subcontractor Total Fines	\$
Grand Total	\$

<b>Zone Reporting (Per Each Zone 1-5)</b>	
RLS Responses	#
RLS Late Responses	#
RLS Unadjusted Compliance	%
RLS Adjusted Late Responses	#
RLS Adjusted Compliance	%
Transports – Number of Events	#
Transports – Number of Total Patients	#
Dry Runs	#
Dry Runs – By Type	
Cancelled On Time	#
Cancelled Late	#
Unusual System Overload (USO) Exemptions	#
Exemption Requested	#
Types of Exemption	
Exemptions Granted	#
Extended Minutes	#
Compliance Fine	\$
<b>Non-RLS Responses</b>	
Non-RLS Responses	#
Non-RLS Late Responses	#
Non-RLS Unadjusted Compliance	%
Non-RLS Adjusted Late Responses	#
Non-RLS Adjusted Compliance	%
Transports – Number of Events	#
Transports – Number of Total Patients	#
Dry Runs	#
Dry Runs – By Type	
Cancelled On Time	#
Cancelled Late	#
Unusual System Overload (USO) Exemptions	#
Exemption Requested	#
Types of Exemption	
Exemptions Granted	#
Extended Minutes	#
Compliance Fine	\$

**2. Quality Improvement Data Reporting**

The proposer's electronic data system must be fully comprehensive and able capture and report complete and integrated information on all EMS system activities beginning with the receipt of a request for service and up to and including transport and arrival information. Proposers should describe how common data elements used within the EMS system are captured and recorded by personnel and transmitted to a central patient care data repository designated by the County. Proposers should detail how they will ensure that all personnel comply with field reporting requirements, including accuracy and completeness of reports. Cost of integrating the medical reporting system will be borne by the proposer.

**3. Financial Statement Reporting**

The proposer shall publish, at least quarterly, an accounting of revenues and expenses incurred within the EOA in a format approved by the County Contract Manager.

Annual cash flow, balance sheets, and income statements for the contractor's operation under the County contract shall be provided to the County within 90 days of the end of each calendar year (or fiscal year if approved by the county). The statements shall be in the format specified by **Appendix 2** and shall be audited and certified by an external certified public accountant that has direct knowledge of financial aspects of the contractor's operations under the County contract. The County may make these financial statements available to other parties as deemed appropriate. An external auditing firm shall conduct the audit at proposer's cost.

Proposer shall comply with such other miscellaneous financial reporting requirements as may be specified by the County, at the proposer's cost.

**4. Performance Data and Reporting**

The proposer shall provide, at its cost, a data reporting application for the real time evaluation of performance and response time data as specified by the County. This system shall enable web-based access by the County, first response agencies, and others as authorized by the County.

Standardized reports shall be provided to the County and fire departments in accordance with the standards established by the County. The proposer will collaborate with the County and first response agencies to provide routine and ad hoc reports.

The proposer shall provide, at its cost, a syndromic surveillance data evaluation system as specified by the County. This data system shall enable real time performance reporting related to the administration of the contractor and fire departments. All data shall be the sole property of the County. This data evaluation system may be the same as the Performance Data and Reporting requirement above.

Fire departments and the County shall have access to this system for the purpose of monitoring compliance, performance improvement, syndromic surveillance, and general data analysis within their jurisdiction.

**5. Dynamic Data Presentation**

Screens and access to various monitoring systems (CAD, EMS system, AVL, mapping) shall be provided in EMS Agency offices, County Communications, County Operational Area EOC, and Public Health Department Emergency Operations Center (DEOC). The proposer shall ensure remote access to same for authorized persons (fire departments, County), at proposer's cost.

**6. Secured Compliance Website**

All materials related to the performance of the agreement shall be posted to a secured website that may be accessed by the County and proposer. The website shall provide verification of document posting dates/times.

All records, reports, and documents shall be posted to and accessible to the County the website by required submission dates. The proposer shall retain electronic and hardcopy back-ups.

**7. Public Data and Reporting**

To the greatest extent possible, the proposer shall maintain transparency in the operation of its services. The proposer shall publicly report all performance and financial data on its publicly accessible website.

**8. Patient Care Records**

The proposer shall pay a portion the annual cost of maintaining the EMS Patient Care Data System program. The estimated annual cost is approximately \$275,000 and is included in the franchise fee that is to be paid to the County.

The proposer shall participate in the County's prehospital data collection system in accordance with the County's standards. It is understood that the data collection system shall include, but not be limited to, the following generally described sources.

- A uniform patient care record.
- Equipment maintenance and inventory control schedules.
- Deployment planning reports.
- Continuing education and certification records documenting training and compliance with training requirements.

A patient care record is required to be completed for all patients for whom care (including assessment), is rendered at the scene, regardless of whether the patient is transported. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance.

The proposer shall coordinate data capture with Santa Clara County Communications to identify the total number of EMS responses; total number of patients assessed; total number of patients treated; total number of patients transported by ambulance with transport destinations; and total number of patients not transported by ambulance (service refusals, alternative non-ambulance transport decisions, etc).

The County requires patient care forms to be delivered to the County Contract Manager or the Medical Director on demand. The County may assess liquidated damages of \$250 for every patient care form that is not accurately completed and entered into the Electronic Records Data Base within the specified time established by the County.

**9. Timing of Monthly Reports**

Proposer shall provide, by the seventh day of each calendar month or other date agreed to by the County, reports detailing its performance during the preceding month as related to the clinical, operational and financial performance stipulated herein. The format of such reports shall be subject to the County's approval.

**Z. EMPLOYEE AND WORKFORCE PROVISIONS**

Proposers should describe their current and ongoing hiring procedures, including recruitment, screening, and orientation programs to be utilized if awarded the contract. Those procedures should include proposed hiring and treatment of the incumbent workforce.

**1. Personnel**

Recruitment and retention of high-quality field care personnel is essential to the successful operations of the EMS System. Because personnel may be the most important component of the services that are prescribed in this agreement, the County mandates high standards for those that indirectly represent the County as emergency service providers.

The proposer must assure quality, employee-driven programs.

**2. Incumbent Personnel Solicitation**

The County's EMS system currently makes use of a number of dedicated, competent, highly trained personnel. To ensure that all employees have a reasonable expectation of employment in the proposer's operation, proposers shall provide a plan for soliciting and hiring the incumbent workforce. The successful proposer is encouraged to recruit employees currently working in the system to assure a smooth transition and to encourage personnel longevity within the system. Proposers must describe how they will make use of incumbent personnel in the County EMS System.

**3. County Credentialing Required**

All Emergency Medical Technicians, Paramedics and Field Supervisors must be credentialed Santa Clara County and be issued an authorized Santa Clara County EMS System Identification Badge. This shall be inclusive of a state and federal background check with records reportable to the Santa Clara County EMS Agency as applicable.

**4. Staffing and Shift Schedules**

Although this is a performance-based RFP and proposers are encouraged to be creative in delivering service, the proposers are expected to employ reasonable work schedules and conditions. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, and mandatory overtime without adequate rest.

In order to proactively address employee wellness and safety, the county prefers that scheduled field shifts not routinely exceed twelve (12) consecutive hours. Some exceptions may apply due to remote area staffing needs, specialty services, unexpected EMS System surge/emergency, and disaster responses.

It is preferred that a single employee may not work greater than twenty-four (24) consecutive hours without at least twelve (12) hours of off time unless a state of emergency, disaster, or crisis exists.

The proposer shall ensure adequate personnel staffing in order to limit mandated overtime.

The proposer shall propose an appropriate staffing plan.

**5. Salary and Benefits**

The County expects that to attract and retain outstanding personnel, the contractor must offer reasonable compensation. The proposer is not to use sub-standard compensation levels in order to deliver the economic efficiencies necessary to profitably manage this contract. Average salary levels, which may be proposed, at a minimum, shall be equal to or exceed current salary levels.

Employees must be provided with a competitive salary, access to healthcare benefits (including medical, dental, and vision care), and access to retirement program options. Employees shall not be routinely encumbered to work (“force hired”) in excess of fifty six (56) hours per week, unless emergency or disaster conditions exist. Proposers must describe their salary, benefits, and retirement proposals for each of the following positions: Paramedic, EMT, EMS Field Supervisor, and EMS Manager. One compensation form for each of the positions should be completed. The compensation forms are included in **Appendix 1: Required Forms.**

**6. Recruitment and Retention**

The proposer must implement an aggressive recruitment and retention program and must establish priority hiring programs with Santa Clara County EMT and paramedic training programs. Proposers should describe their current and ongoing hiring procedures, including recruitment, screening, and orientation programs to be utilized if awarded the contract. The proposer shall propose a cooperative recruitment and hiring program that may integrate with fire departments within the County of Santa Clara.

**7. Education and Training**

Proposers should describe how the organization's education and training support the accomplishment of key organization action plans and address organization needs, including building knowledge, skills, and capabilities, and contributing to improved employee

performance and development. The description should include how the training will interface with the existing Continuing Medical Education program and describe any additional training that would be provided or offered to the proposer's personnel.

Proposers should describe how education and training are evaluated and improved, taking into account organization and employee performance, employee development and learning objectives, leadership development, and other factors, as appropriate.

Proposers should explain how education and training, including orientation of new employees, are delivered.

**8. Background Checks**

All contractors and employees of the proposer must complete a State of California Department of Justice and Federal criminal background check, reportable to the Santa Clara County EMS Agency, paid for by the proposer. The County may summarily reject the service of any member of the proposer's staff based on the results of this check.

**9. Personnel Release by County**

The County may summarily reject the service of any member employed by the proposer at anytime, with or without cause.

**10. Public Trust Positions and Key Personnel**

The proposer will be expected to furnish the personnel identified in the proposal throughout the term of the contract. The proposer is expected to furnish the same personnel or replacement personnel with equal or superior qualifications.

Each proposer must describe the key management personnel to be assigned to the Santa Clara County EMS system. A description of the proposer's organizational structure must be included in the proposal. All key management personnel may be required to complete Public Trust Position declarations. Additionally, the proposer is required to provide the title, reporting relationship and limits of authority for the senior executive, on site, serving as the main contact with the County. It is the County's desire to have strong local control of the operation.

The County may reject the service of any member with or without cause.

**11. Field Management and Supervision**

The proposer shall provide no less than two (2) on-duty Santa Clara Accredited EMS Field Supervisors at all times as defined in Santa Clara County Prehospital Care Policy. The County prefers that the proposer have three (3) on-duty Santa Clara County Accredited EMS Field Supervisors on duty at all times.

The proposer shall include the County and EMS Section of the Santa Clara County Fire Chiefs in the selection process for field supervisor positions.

The proposer shall provide a proposed dispute resolution program and process.

Field Supervisors shall be certified Ambulance Strike Team Leaders by a State program approved by the County within one year of agreement execution.

**12. Operational Area Ambulance Coordinator Support**

When requested by the County, the proposer may provide resources to the County in assisting with completing the duties of the Operational Area Ambulance Coordinator. This position is responsible for coordinating ambulance availability (all ambulances in the County) during times of emergency or disaster under the direction of the EMS Agency or Medical Health Branch of the Operational Area Emergency Operations Center.

The proposer shall be responsible for assisting the County in the central routing the patients from the field to the hospital (or other location) in times of emergency and during Level 3 Multiple Patient Management Plan activations.

The proposer will participate and coordinate routine exercises in support of these functions under the direction of the County.

**13. Employee Satisfaction**

Employee satisfaction is a key indicator of success for the Santa Clara County EMS System. Proposers should describe how the organization maintains a work environment and work climate that supports the wellbeing, satisfaction, and motivation of employees. That description should summarize current levels and trends in key measures and/or indicators of employee wellbeing, satisfaction, development, work performance, and effectiveness. Proposers should address all categories and types of employees, as appropriate, including appropriate comparative data regarding seniority, physical agility/fitness, certifications,

quality of equipment, training programs, policies and procedures, benefits, safety programs, system status plan changes, scheduling, salaries, etc.

Proposers should describe how the organization builds and enhances its work climate for the development and promotion of employees, and explain how the organization maintains a safe and healthful work environment.

**14. Uniforms**

The proposer shall propose standard uniform options for review and approval by the County. All options must identify provider's first initial and last name, level of provider, and affiliation with the Santa Clara County Emergency Medical Services System. Markings and type of equipment must meet the California EMS Authority Personal Protective Equipment Guidelines, Santa Clara County Prehospital Care Policy, and ANSI Standards.

All proposer personnel must wear the approved Santa Clara County EMS System patch.

The County prefers that uniform apparel does not contain the name of the proposer.

**15. Health and Wellness**

The County prefers that the proposer develops and implements a Health and Wellness Program for all employees. This program shall be developed by a committee of managers and field employees of the proposer and in cooperation with the County. This program shall provide for preventative health, injury reduction and prevention, mental and physical wellness. Proposers must describe their proposed health and wellness initiative.

The County prefers that all personnel complete an annual physical examination and are released for service within the Emergency Medical Services System by a California Licensed Physician. In addition, the County prefers that all field personnel pass a standardized physical agility assessment, applicable to duties to be performed in the EMS System, prior to the start service and then routinely thereafter.

The County prefers that the proposer implement a system that offers field crews the ability to access healthy food choices such as food preparation facilities or mobile food storage provisions. The County further desires that the proposer provide all employees with access to cardiovascular and strength-training facilities at no cost. Proposers shall describe how they will provide access to healthy food options and cardiovascular and strength training facilities.

The proposer shall provide access to confidential Employee Assistance Programs (EAP) for all employees at no cost to the employee.

**16. Immunizations**

In addition to those required by OSHA/CalOSHA standards, the proposer shall provide all personnel with Hepatitis A, Hepatitis B, and annual influenza inoculations at no cost (when available, the County may provide vaccine at no cost).

The presence of tuberculosis in Santa Clara County currently exceeds national averages. In order to assist in mitigation of public health concerns, the proposer shall provide tuberculosis testing to all clinical care employees every year at no cost to the employee.

**17. Priority Prophylaxis (Anthrax and Biological Agents)**

The proposer shall provide a minimum of fourteen (14) days supply of antibiotics, as identified in the Santa Clara County Pandemic Influenza Plan, for all employees and their families (employee total multiplied by 2.7 to account for other cohabitating residents in the employees residence). When grant opportunities exist, the County may assist the proposer in applying for funding opportunities.

**18. Substance Abuse/Drug Testing**

The proposer shall maintain a drug and abuse free workplace.

**AA. FINANCIAL MANAGEMENT, AMBULANCE BILLING, AND FEES**

Santa Clara County currently enjoys one of the lowest patient billing rates in the Bay Area. The proposer shall submit proposals with the intent to maintain this status. The proposer shall propose patient charges and fee schedule. The proposer shall include proposed methods for making modifications to the billing schedule, including proposed increases during the first five years.

The successful proposer shall receive no compensation from the County or cities for providing the services described herein. Revenue may be collected for patients that are transported from 9-1-1 system responses in accordance with a County-approved billing and fee schedule. Proposers will only be allowed to bill for responses according to charges defined in the Centers for Medicare and Medicaid Services program fee schedule. Billing for standby and other services will only be allowed as defined in this RFP.

**1. Billing System**

Santa Clara County desires proposers with the demonstrated ability to manage or oversee EMS billing systems. As such, the County desires proposals that describe the EMS billing system intended to be employed, how that system will be managed, the key personnel available to manage the system, and the proposed mechanisms to audit the system. In addition, the County desires the highest level of management expertise in ambulance service billing systems, including methods to ensure the highest levels of courtesy and customer services by personnel.

The County prefers a billing system with the ability to interlink with the County's computer aided dispatch system and the proposers electronic patient care records. Proposers should describe the billing system in detail, including the proposed methods to operate and manage the ambulance billing system.

**2. Patient Charges and Fees**

The successful proposer will charge no more than the amount allowed under this RFP. Pricing shall be evaluated as set forth in Section 7.B.4.Fee Increases

**3. Fee Increases**

The County shall automatically adjust permissible fees annually if the consumer price index increases in excess of 2 percent. No more than 5 percent increase shall be authorized annually.

In the event that unforeseeable system costs will cause a significant impact to the solvency of the proposer's ability to perform the services contained herein, the proposer may petition for a rate increase with cause. Authorization for increases is at the discretion of the Contract Administrator and is final.

The County will assist the proposer in submitting requests for mutual aid, local, state, and federal reimbursements when services were provided and authorized in accordance with the Standardized Emergency Management System. Only direct costs will be authorized as permissible by funding source.

**4. Financial Management and Oversight**

Proposers should submit an organizational list of owners, officers and key personnel of the proposer and all interested parties for the purpose of investigation by the County.

Proposers should list all ALS contracts (transport or other) and service areas, served within the last five (5) years. Include the name, address and phone number of the contract manager or local regulator. If the service is no longer provided, proposers should explain why.

If not explained elsewhere, proposers should explain any and all federal, state or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the proposer's organization and affiliated organizations within the last five (5) years. All litigation for the entity and sub-entities for the last five (5) years, in which the proposer is currently involved or which is pending, should be described, including the outcome of all litigation.

**5. Financial Stability**

Proposers must document the organization's current estimated net worth and the form of the net worth (liquid and non-liquid assets), including the most recent audited annual financial statements for the proposer and affiliated organizations.

Each proposal should document the estimated amount of working capital that will be committed to the startup of the contract if awarded, including the source of those funds. All endorsement documents must be provided if the capital is borrowed.

Proposers should document the method of financing all startup and operational costs including but not limited to the initial ambulance fleet and equipment required to begin operations if the contract is awarded. Included in the startup and operating costs should be a description of the funding that will be dedicated to a Reserve for Contingencies, and the full costing allocations for Risk Management, Insurance, Legal and Human Resource functions for the startup of this contract if awarded. Proposer shall disclose any and all funding, including in-kind funding/support and cost allocations from existing services that will support the provision of Ambulance Services within Santa Clara County. This includes any funding from existing contracts.

**6. Performance Security**

As set forth in Section 3.B.12., performance security in the amount of \$5,000,000 is required to ensure continued delivery of services should Santa Clara County EMS be required to

takeover essential service delivery in the event of a breach of contract or contractor inability to perform the requirements of the contract.

**7. Collections**

The proposer shall take reasonable and prudent measures to collect due bills from patients that received authorized services. No collections will take place at time of service.

**8. Billing Waivers for the Impoverished, Conserved, and Vulnerable**

The proposer shall propose procedures and policies regarding the use of collection agents and the circumstances during which the proposer provides hardship relief for indigent patients. Financial-need guidelines must be approved by the County and must be uniformly applied.

**9. Patients' Bill of Rights**

The proposer shall provide a Patients' Bill of Rights, as approved by the County, to each patient at the time of service delivery (when appropriate) and shall be posted in each ambulance in the patient compartment.

**10. Non Ambulance Transport Requirements**

The proposer shall not encumber ambulance transportation for patients that are not in immediate need of transportation by ambulance. The proposer shall develop and implement various non-ambulance transport options, for approval by the County, for patients in need of non-emergent transportation.

**11. Informed Consent for Ambulance Transportation**

Proposer personnel shall seek informed legal consent, when possible, from each patient prior to offering transportation by ambulance, unless prohibited by the patient's condition. This shall include offering and facilitating (ie: call the taxi, family, etc.) the patient alternative transportation to healthcare facilities, at the patient's cost.

Patients that do not present in immediate need of ambulance transportation to an emergency department must be provided with a pricing schedule. This document may include applicable disclaimers related to insurance coverage, additional costs, and so on. The patient shall be provided this information, when appropriate, to permit the patient to make an informed decision.

## **BB. INTEGRATION OF FIRST RESPONDERS**

Currently, advanced life support first response is available in a number of areas in the County. The County, and first response agencies desire a seamless, integrated EMS system that makes the best and most appropriate use of advanced first response personnel and equipment. Proposers should ensure integration to the extent that it will improve clinical patient care, overall system efficiency and the cost effectiveness of the EMS system. In recognition of the emergency response services provided by first responder agencies, the response time for providing ambulance transport services for various call categories has been established at 11:59 in urban areas. This established standard recognizes the added value of the role of the first responder agencies in providing immediate patient care services within the required first responder time compliance of 7:59 seconds.

The proposer shall be responsible for providing ALS First Responder and ambulance transportation services in jurisdictions where another governmental entity or EOA provider does not provide advanced or basic life support service.

The proposer's primary responsibility is to provide basic and/or advanced life support ambulance transportation services, however the proposer will occasionally arrive on the scene of an emergency prior to public safety responders. In such cases, the proposer is responsible for providing first response; patient care, transport services; and incident management until the appropriate public safety having primary investigative authority arrives on scene.

Proposers should describe how they will maintain an effective working relationship with first-responder agencies. Past experiences and successful strategies that demonstrate the organization's operational commitment to the first responder community should be explained.

The successful proposer will be required to fully and actively adhere to the Incident Command System (ICS) and Personnel Accountability System (PAS) as adopted by Santa Clara County in addition to the California Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS).

### **1. Public Safety First Response Stipend**

The authority for the management and mitigation of emergencies is vested in the public safety authority having investigative authority at the location of an incident [California Health and Safety Code Section 1798.6(c)]. For purposes of this agreement, this is most

often the fire department. The coordination and provision of medical care, rescue services, hazardous materials, and specialized response must be seamlessly integrated by the proposer with the operations of the public safety authority.

Therefore, each fire department that provides cross-trained personnel (must include one paramedic per-response classified as Charlie, Delta, Echo, or a response that has not been classified) and has implemented Emergency Medical Dispatch (Medical Priority Dispatch System) in accordance with Santa Clara County Prehospital Care Policy shall be eligible for a stipend from the proposer.

First responder fire departments not providing paramedic level service and/or County approved EMD services shall not be eligible for stipends. An annual stipend will be held in reserve should the Sunnyvale Department of Public Safety implement a paramedic program within its jurisdiction. Until that time, the stipend will be deposited into the EMS Trust Fund and used for Countywide system enhancements. The funds shall not accrue for use by City of Sunnyvale, Department of Public Safety.

The EMS Agency shall verify compliance with established standards and agreements prior to the payment of stipends.

The proposers use of Quick Response Vehicles (QRV) is not prohibited, however it is discouraged in areas that do not present with a specific need for a non-transport resource. For example, a QRV may be appropriate for servicing hard-to-serve remote/wilderness areas, locations that have difficult or off-road access, or for specialized responses that will not likely require ambulance transportation.

The proposer shall propose various options for response to calls classified as Omega responses through the Medical Priority Dispatch System (MPDS) and other calls where an ambulance or first responder may not be necessary. The proposer is encouraged to recommend other efficiencies and response modalities that would be beneficial to the Santa Clara County EMS System.

The proposer shall propose a method for responding to non-medical psychiatric patient events that require transportation from the field setting to an emergency psychiatric facility designed by the County. In the current delivery model, a first responder and ambulance are dispatched to the scene with the ambulance providing transportation. An example may be a

law enforcement officer placing an individual on a psychiatric hold with no medical complaint that is in need of transport to a psychiatric care facility.

## **2. Subcontractors**

The County must first approve contracts proposed between the selected proposer and any first response agency. Should a Proposer intend to utilize a Subcontractor(s) to provide any of Proposer's substantial responsibilities, including, but not limited to: response, ambulance transportation services, staffing, training, financial management, ambulance fleet and equipment maintenance, and similar services, the Proposer must include the credentials of each such subcontractor and any relationship to the Proposer in order to permit the County to evaluate the quality of the proposal. Copies of existing subcontracts (or proposed subcontracts) must also be included. The County will look only to each Proposer with regard to responsibility for performance in accordance with the Contract. The County may approve or disapprove any subcontractor identified by any Proposer. The inability or failure of any subcontractor to perform any duty or deliver contracted for performance will not excuse the Proposer from the responsibility for performance.

The County will not unreasonably disapprove agreements. Agreements will be considered unreasonable if in the county's sole opinion the agreement is determined to degrade services, or have the potential to degrade services, in other areas of the County. All partners in partnership agreements must meet performance security, background checks, and commitments to liquidated damages.

## **3. Billable Supply, Inventory, and Restock**

The proposer shall provide inventory replacement to first responders for all supplies used by the patient. This shall include disposable medical supplies and personal protective supplies as authorized by the County. The proposer is encouraged to offer to pay a supply recovery fee to first response agencies in lieu of replacing inventory. The proposal shall identify the supply recovery fee, if offered, and must stipulate the per-call reimbursement amount. The reimbursement amount will be increased annually by the same percentage as the increase in first responder stipend. Proposers should fully describe the methodology the agency will use to provide for an effective replacement program for first responders.

The proposer shall coordinate supply and inventory changes with first responders through the Santa Clara County Prehospital Providers Advisory Committee and through the EMS

Section of the Santa Clara County Fire Chiefs Association prior to implementation following approval by the County.

Proposers are encouraged to detail enhanced support to the first responder program including access to proposer's group purchasing programs, management and delivery of material and funding for, or direct replacement of first responder equipment, including but not limited to AEDs, monitors, defibrillators, back boards, splints, respiratory equipment, pharmaceuticals and similar items.

**4. Return to Station**

In any situation in which fire agency personnel assist the proposer during transport to the hospital, the contractor shall provide or arrange return transportation to the fire station for those personnel. This will be accomplished within a reasonable period of time. Proposers should describe how they would accomplish this requirement.

**5. Paramedic and Emergency Medical Technician Training Program Support**

The proposer shall detail its offer to support in-service training for first responders, which will benefit the EMS system as a whole. This training should, at a minimum facilitate on-scene interactions with contractor's personnel by offering joint EMS training and provide access to the contractor's educational programs needed for the continued certification of first responders. The proposer shall provide ride-along services for all approved Santa Clara County Emergency Medical Technician and paramedic training programs at no cost to the school or individual student. The proposer shall provide all paramedics (proposer and fire department employees) in the County with Advanced Cardiac Life Support (or County approved equivalent) and Pediatric Advanced Life Support (or County approved equivalent) certification throughout the duration of the agreement at proposer's cost.

The proposer shall provide preferential placement to students enrolled in Santa Clara County approved programs and or fire department personnel employed with a Santa Clara County fire department or Santa Clara County permitted ambulance provider.

The proposer shall provide a detailed description of its proposed support and funding for first responder training.

**6. Additional First Responder initiatives**

In addition to the established First Responder Stipend, proposers should describe the type of initiatives offered to the first responder system as integral members of the emergency medical services response system. The proposer should provide examples of past or current initiatives that demonstrate this commitment.

**CC. DEPLOYMENT PLANNING AND INITIAL PLAN**

The proposer should describe how it intends to deploy its resources and assets in meeting the performance requirements of the contract. During the first two quarters of operation, the proposer shall adhere to or exceed the initial coverage plan submitted in its proposal. The County anticipates that the proposer's initial coverage plan may require more or less unit hours than may be necessary after the proposer has gained additional experience. Proposers must provide sufficiently detailed information in their submissions, including quality goals, performance measures, productivity (UHU), out-of-service times and other measures of preventive maintenance, and other effectiveness and efficiency measures. Proposers should also describe how the deployment plan meets regulatory and legal compliance and other results that support accomplishing the organization's strategy.

Subsequent coverage plan modifications, including any changes in post locations, priorities, and around-the-clock coverage levels, may be made at the contractor's sole discretion by notifying the County in writing at least five business days prior to the implementation of the change.

**1. Initial Deployment Plan**

Proposer shall submit its initial system status and coverage plans to be employed throughout the first three months of operations. Such plans should include a detailed list of unit schedules and deployment activity by zone and should specify post locations and minimum unit hours of coverage to be furnished for each hour of day, each day of week. The proposer should also include the methodology employed by the proposer to deploy its assets and resources as well as the number of reserve units that the contractor proposes.

**2. Implementation Schedule**

Assuming this proposal is selected, the proposer should submit the general work plan and timetable for implementing services effective July 1, 2011 or sooner, if needed. Proposer shall submit a description of its capability to rapidly institute temporary emergency services should the current ambulance proposer default for any reason after this contract is awarded and prior to the scheduled startup.

**3. Hard to Serve Area Waypoints**

The proposer shall hold the responsibility to cover areas that have been determined to be Hard to Serve Areas (HSA). These areas often involve the extended response to the scene of an emergency and/or transport of patients from a remote location to an acute care hospital or helispot.

In order to determine compliance, waypoints have been established that shall be used for the determination of response time performance. A list of HSAs is identified in **Appendix 11: Hard to Serve Areas**. These areas shall be updated annually based on urbanization coding, infrastructure development, and system risk hazard identification.

**4. San Antonio Valley Response**

Ground ambulance response times to the Mount Hamilton area is greatly extended and is not always able to be served by EMS aircraft. The proposer shall work cooperatively with the California Department of Fire and County to implement appropriate operational response procedures to support this response.

The proposer is encouraged to provide options for serving this area and any other hard to serve areas within the EOA.

**5. Reasonable and Prudent Planning**

The proposer shall be responsible for prudent and reasonable planning related to system deployment. This may include increasing unit hours for holidays, special events, weather related emergencies, period of excessive cold and hot weather (heat waves), etc. In the event that the proposer requests exemptions, sufficient proof of reasonable and prudent planning must be provided.

**6. Minimum Deployment**

The proposer shall ensure that no less than three (3) ALS ambulances are available for response at all times in the County. This minimum may be accomplished through other ambulance providers under a County-approved Cooperative Ambulance Assistance Agreement.

**DD. FLEET AND EQUIPMENT**

The County desires proposers with the ability to maintain an effective response capability by focusing specifically on the physical resources utilized to deliver services. Proposer must propose

initial equipment, replacement equipment, and a program of maintenance, which meet or exceed the requirements specified below. Proposer shall describe, in detail and with brand names, the major equipment items to be furnished, items to be leased or purchased, and the scheduled replacement policies related to each class of equipment. The County does not provide ambulances, clinical equipment or supplies to the proposer. Each proposer must specify in its proposal what vehicles and equipment it proposes for this system.

**1. Emergency Fleet:**

Proposers must provide a detailed plan for the management of the ambulance and emergency vehicle fleet, support vehicles and equipment. At a minimum, this plan should provide detailed specifications that describe the vehicles and equipment to be used, including the number and brand name of front-line and reserve vehicles. Each proposer should clearly explain the advantages of its particular proposed fleet and its plan for the maintenance and replacement of vehicles. The plan should describe the policies regarding fleet size and standardization, as well as the fleet maintenance program that addresses how ambulance maintenance is tracked and improved and how vehicle failures are minimized.

The County requires that the specified ambulances meet the following minimum standards:

- All emergency fleet vehicles will be 2011 model year ambulances at the time of the contract start date, will be of Type III modular construction, will have the capability to center-mount the gurney to the floor, and will meet all Federal Specification KKK-A-1822E and subsequent revisions, and be certified by the manufacturer to meet the specifications in effect at the date of manufacture.
- All ambulance gurneys will be equipped with power-assisted lifting technologies.
- The minimum fleet size will be 125 percent of proposed peak deployment.
- During the course of the contract, no ambulance used by the proposer in the 9-1-1 system will have mileage that exceeds 250,000 miles, nor will any ambulance be more than five years old.
- All ambulances must be constructed to transport all county-required equipment, two (2) recumbent patients, and crew without exceeding the Original Equipment Manufacturer's specified Maximum Gross Vehicle Weight while fully equipped and fueled.

- Unit safety markings and conspicuity shall be consistent with current NFPA 1901 and KKK-A-1822F Federal Specifications for the Star-of-Life Ambulance standards and shall be approved by the County (striping and checkering in highly visible color schemes). The County will provide unit numbering and typing identification standards.
- Unit alerting systems such as, lights and siren must be of the highest caliber and represent the most validated state of the art technology. This may include very high intensity LED warning lights, set to highly visible alerting patterns; sirens equipped with vibration technology such as “howler” or other similar technology, and any other devices and/or systems that make the identification of emergency vehicles more obvious to others.
- Consideration shall be given to installing appropriate traffic signal control solutions.
- The proposer shall develop a standard ambulance specification for the County’s review and approval.
- Vehicles will be supplied and equipped according to the County equipment and supply standards specified in Appendix 8.
- Vehicles must be capable of emitting a wireless signal to enable access to the internet for electronic patient tracking systems, etc.
- The County desires that only the most professional image be represented by the proposer’s equipment. As such, damaged vehicles may not be placed into service until repaired to the satisfaction of the County. This shall not include minor dings, scratches, or chips.
- The proposer shall maintain an electronic database of vehicle maintenance.
- The proposer may consider installing video capture technology when operating with red lights and siren. Video capture should also be considered in the patient care areas.
- In addition to daily inspection and readiness checks, routine and customary vehicle service shall be performed at least every six thousand miles.
- Any vehicle failure, while in the commission of 9-1-1 services shall constitute a major quality assurance concern and must be investigated and immediately reported to the County.
- All ambulances must display County-approved markings including the ambulance Operational Area designator, type and unit number, in at least 4-inch letters, on all four sides and roof of the vehicle.

**2. Clinical Care Equipment**

Proposers should describe the clinical care equipment to be used and should define the policies regarding scheduled replacement and anticipated safe useful life expectancies of all types of equipment to be furnished and employed in the performance of this Contract.

Those policies should describe how the organization will strive to maintain equipment that is of the most validated and modern technology throughout the duration of service and how specialized equipment or “up and coming” technologies that would be implemented by the organization.

An explanation of the overall program of equipment maintenance and medical supply warehousing to be employed by the proposer should be provided as well as the medical supply and equipment distribution system to be employed by the proposer to serve the ALS First Responder Services and the Proposer’s units.

**3. Supervisor Vehicles**

The proposer shall place into service no less than two staffed field supervisor vehicles at all times. These vehicles must be able to respond with Red Lights and Siren (RLS). The County prefers three staffed field supervisor vehicles are placed in service at all times. The vehicle type and markings shall be approved by the County and must meet all applicable policy mandates related to inventory standards for an ALS first response resource.

These vehicles shall be capable of towing 24-foot trailers with an estimated GVW of 10,000.

**4. Fleet Safety**

Proposers must describe vehicle specifications and modifications designed to enhance the safety of patients, first responders and proposer’s employees. At a minimum, the proposer’s approach to the following areas should be addressed:

- Driver education and vehicle operations.
- The proposer’s fleet security program, including its individual and fleet security efforts, such as security fencing, alarms, remote disable devices, and other safety mechanisms.
- Systems designed to improve safety, such as: “Low Forces” and other driving, training and monitoring systems.

- Patient and attendant restraint and injury prevention systems, including specific modifications designed to reduce injuries resulting from accidents.
- The Proposer’s approach to providing appropriate child-restraint systems for pediatric patients.
- Vehicle monitoring and record keeping systems
- Fleet maintenance procedures designed to promote and enhance safety.

**5. Special Services Equipment**

In addition to ambulance response, the proposer shall provide the following specialty resources to the Santa Clara County EMS System as identified in the following table-- Specialty Response Equipment.

**Table 18: Specialty Response Equipment**

<b>Specialty Response Equipment</b>	
<b>Type</b>	<b>Description</b>
Disaster Cache	The proposer shall maintain a mobile disaster cache that shall consist of basic medical supplies for no less than 96 hours. These supplies may be used to restock ambulances during times of emergency and/or disaster in the absence of an adequate proposer managed inventory.
Alternative Transport Ambulances (golf-cart ambulance)	The proposer shall provide two alternate transport ambulances for use by the proposer and EMS System partners. For example, these specialty ambulances may include specially designed golf carts or ATVs that have patient transportation capabilities. Proposers shall describe in detail their proposals for alternative transport vehicles.
Bariatric Unit	The proposer shall provide sufficient, specially designed, patient transport unit(s) capable of moving and transporting obese patients. The unit(s) must be equipped with specialized lifting and moving equipment and available for 9-1-1 EMS System response in a timely manner.

The proposer shall describe how this equipment will be provided and is requested to propose additional response resources and tools that may be beneficial to the Santa Clara County EMS System, such as all-wheel drive vehicles as appropriate.

**6. Ambulance Strike Teams/Medical Task Force**

Consistent with State Ambulance Strike Team Guidelines, the proposer shall deploy a planned California-approved ALS ambulance strike team (5 ALS ambulances, staffed with one paramedic and at least one EMT (or second paramedic) and an Accredited EMS Field Supervisor with a lights/siren equipped vehicle or medical task force (mixed ALS/BLS units and or variations in unit numbers) within sixty (60) minutes of notification when approved and requested by the County. This shall include all county-specified equipment, personnel, and strike team leaders.

The proposer shall maintain the ability to fill an immediate need request for an ALS ambulance strike team at all times. The use of an immediate need resource shall be limited to the contiguous counties and in-county use.

The proposer shall maintain a County-controlled, State-provided Disaster Medical Support Unit (DMSU). This shall include coordinating vehicle service with the State as authorized by the County, basic cleaning and readiness preparation at proposers cost.

The proposer is expected to staff the unit for out-of-County response within sixty (60) minutes and within eleven minutes and fifty-nine seconds (11:59) minutes for in-County responses. The unit shall be staffed with at least two Emergency Medical Technicians when in service.

The proposer is responsible for restocking all supplies used unless the DMSU is activated for a State supported mutual aid assignment and/or the County identifies other payment sources.

**7. Administrative Facilities, Stations, and Employee Facilities**

The proposer shall have a primary headquarters office within the County by the start of the agreement.

Stations and employee facilities must be modern, well maintained, safe, and provide for the comfort of employees. All stations and facilities are subject to inspection by the County at any time without notice. An external lock box containing keys to all secured areas of the facility must be provided at each location. The County shall have access to these lock boxes at all times.

The proposer shall implement a facility security plan that provides appropriate measures to secure each site effectively. Each facility must have redundant communications/alerting systems in place and power supply back-up.

The County prefers that facilities be equipped with an emergency cache that contains adequate food, water, and basic personal hygiene materials for proposer's personnel for no less than ninety six (96) hours.

It is preferred that each facility be clearly marked with the EMS Station Number/Name; instructions to contact 9-1-1 for emergencies, and have a direct connect phone line to the appropriate Public Safety Answering Point (PSAP) for "walk-in" patients. The County shall have the authority to approve all facility locations and exterior markings/signage as permitted by local ordinance, code, or regulation.

**8. Supplies for Basic and Advanced Life Support Services**

The proposer will provide all supplies necessary and/or required to provide basic and advanced life support ambulance services as required by policy, County Code and/or State law.

**EE. GREEN/CARBON FOOTPRINT PROVISIONS**

If selected, the proposer shall implement an Environmental Responsibility Plan for approval by the County. The plan must address the use of alternate fuels, reduction of perishable and nonrenewable resources, methods to decrease the proposers "carbon footprint", and associated employee training.

**FF. CONTRACTOR BREACH AND PROVISIONS FOR EARLY TERMINATION**

Conditions and circumstances that constitute a breach of the contract include, but are not limited to, the following:

1. Failure of the Proposer to operate the system in a manner which enables the County and the proposer to remain in compliance with federal or state laws, rules or regulations, and with the requirements of the Ambulance Ordinance Code and/or related rules and regulations.
2. Falsification of information supplied by the proposer during or subsequent to this procurement process, including by way of example, but not by way of exclusion, altering

the presumptive run code designations to enhance the proposer's apparent performance or falsification of any other data required under the contract.

3. Creating patient responses or transports so as to artificially inflate run volumes.
4. Failure of the proposer to provide data generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data or financial data.
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
6. Failure of the proposer to maintain equipment in accordance with manufacturer recommended maintenance procedures.
7. Failure of the proposer to cooperate with and assist the County after breach has been declared or after notice of breach has been delivered to the contractor.
8. Acceptance by the proposer or proposer's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the proposer or proposer's employees could be reasonably construed as a violation of federal, state or local law.
9. Payment by the proposer or any of the proposer's employees of any bribe, kickback or consideration of any kind to any federal, state or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably be construed as a violation of any federal, state or local law.
10. Failure of the proposer to meet the system standard of care as established by the EMS Medical Director.
11. Failure of the proposer to maintain appropriate insurance in accordance with the contract.
12. Failure of the proposer to meet response time requirements as set forth in the contract.
13. Failure to maintain a letter of credit or cash account meeting the terms and amount specified in the contract.
14. Use of emergency resources, including personnel, to augment the operations of non-emergency services or services operating in other counties.
15. The unauthorized sale or transfer of the operating entity contracted to perform all services under the contract, provided that the County will not unreasonably withhold authorization if sufficient evidence of ability and commitment of the acquirer or

transferee, to meet the performance criteria is provided to convince the County that the sale or transfer is in the public interest.

16. The unauthorized assignment of any assets, used in the performance of the County contract to any third party.
17. The filing of a voluntary petition in bankruptcy; is adjudicated insolvent; obtains an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. § 301); files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeks or consents to or acquiesces in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of proposer, or any of proposer's property and/or this RFP and resulting Contract and/or of any and all of the revenues, issues, earnings, profits or income thereof; makes an assignment for the benefit of creditors; or fails to pay proposer's debts generally as they become due.
18. Failure to submit reports and information under the terms and conditions outlined in this RFP and any subsequent contract.
19. Any other failure of performance, clinical or other, required in accordance with the contract and which is determined by the Contract Administrator and confirmed by the Board of Supervisors to constitute a breach or endangerment to public health and safety.
20. Failure to timely establish or replenish the letter of credit or cash escrow.

**GG. COUNTY'S REMEDIES FOR PERFORMANCE FAILURES**

If conditions or circumstances constituting a breach as set forth above, are determined to exist, the County shall have all rights and remedies available at law or in equity under the contract, specifically including the right to terminate the contract. The County shall provide the proposer with a Notice of Breach and, at the County's option, may elect to terminate the contract or it may offer the proposer an opportunity to cure the breach. If the County has so provided the proposer with a Notice of Breach, and offered the proposer the opportunity to cure the breach, the County, in its sole discretion, may assess the proposer a default charge in the amount of \$200,000.

**1. Lockbox**

A primary method of funding the County’s EMS system and Ambulance Contract is through fees for service that are collected by the proposer. It is therefore essential that the County be able to accurately determine the contractor’s revenue collections through accounts receivable activities.

The County will require that all monies collected from fees for ambulance service under this contract will flow through a lockbox at the County’s depository bank. The lockbox will be established through a three-party agreement between the County, the bank, and the proposer. The proposer will fund the cost of maintaining the lockbox.

**2. Three Way Lease Agreement**

Proposers shall be required to include a provision in their ambulance fleet lease agreement (“Fleet Lease”) which shall allow the County or the County’s designee (the “Temporary Lessee”) to temporarily assume the rights and obligations of the proposer under the Fleet Lease upon written notice by the Temporary Lessee to the ambulance fleet lessor (“Fleet Lessor”). Such provision shall specify that the Temporary Lessee shall only be liable for the obligations under the Fleet Lease, which first accrue from and after the date of the Temporary Lessee’s notice to the Fleet Lessor through the date Temporary Lessee terminates the Fleet Lease. Upon Temporary Lessee’s delivery of a written notice to the Fleet Lessor terminating the Fleet Lease, which Temporary Lessee shall have the right to do in its sole and absolute discretion, Temporary Lessee shall be released from any remaining obligations under the Fleet Lease. In addition, vendors shall be required to include a provision in their Fleet Lease naming the County as an intended third party beneficiary to the contract.

With respect to facilities, equipment and supply contracts, vendors shall include similar provisions such that in the event the County or the County’s designee is required to assume the duties of the vendor as a result of a breach by the vendor, the County shall readily have access to and use of all facilities, equipment, and supplies required to provide ambulance services in accordance with the agreement. Responses to the RFP must specify the list of proposer contracts that will include these provisions in favor of the County.