

San Joaquin County Emergency  
Medical Services Agency

Request for Credentials/Proposals

**Emergency and  
Advanced Life Support  
Ambulance Services**

SJCEMS RFP No. 2014 - 01

Service beginning May 1, 2016

**Bidder's Conference**

**September 4, 2014, 10:00 a.m.  
San Joaquin County EMS Agency  
EMS Classroom  
500 W Hospital Road  
French Camp, CA 95231**

**Proposals Due**

**September 24, 2014 by 12:00 p.m.  
Delivery to:  
Dan Burch, EMS Administrator  
San Joaquin County EMS Agency  
500 W Hospital Road, Benton Hall Room 47  
French Camp, CA 95231**

**Official Contacts Only:**

**This RFP contains restrictions on contact with public officials, the County's consultants or others working on behalf of the County. See the official contact policy in Section 2.2 of this document. Violation of this policy may lead to disqualification.**

## AMBULANCE RFP TIMELINE

August 5, 2014	<ul style="list-style-type: none"> <li>• RFP Issued by Emergency Medical Services Agency</li> </ul>
August 25, 2014	<ul style="list-style-type: none"> <li>• Letters of intent due by 12:00 p.m.</li> <li>• Letter of intent fee due by 12:00 p.m.</li> <li>• Deadline for receipt of all questions regarding the RFP by 12:00 p.m.</li> </ul>
September 4, 2014	<ul style="list-style-type: none"> <li>• Bidders' Conference, amendments to RFP released (if any) 10:00 a.m.</li> </ul>
September 24, 2014	<ul style="list-style-type: none"> <li>• Deadline for submission of proposals by 12:00 p.m.</li> <li>• Proposal fee due by 12:00 p.m.</li> <li>• Investigation of bidder's submissions and claims</li> </ul>
October 15, 2014	<ul style="list-style-type: none"> <li>• Proposal Review Committee Presentations</li> </ul>
October 17, 2014	<ul style="list-style-type: none"> <li>• Public announcement of EMS Administrator's recommendation</li> </ul>
October 24, 2014	<ul style="list-style-type: none"> <li>• Deadline for the submission of protests—due by 12:00 p.m.</li> </ul>
November 3, 2014	<ul style="list-style-type: none"> <li>• Announcement of decision on protest(s) by Director of Health Care Services</li> </ul>
December 2, 2014	<ul style="list-style-type: none"> <li>• Final recommendation of award to Board of Supervisors by EMS Agency and Declaration of Intent to Contract by Board of Supervisors</li> </ul>
April 7, 2015	<ul style="list-style-type: none"> <li>• Presentation of final negotiated contract to Board of Supervisors and approval of contract by Board of Supervisors (Performance security due)</li> </ul>
May 1, 2016	<ul style="list-style-type: none"> <li>• Implementation of service by the Contractor at 8:00 a.m.</li> </ul>

**NOTE: These dates are subject to change.**

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## **Section 1: Introduction and Background**

### **1.1 Invitation**

The County of San Joaquin, California invites experienced and qualified bidders to submit proposals to provide emergency and advanced life support (ALS) ambulance services including emergency medical dispatch as specified in this document for San Joaquin County's Ambulance Zone X, serving the greater Lodi, Stockton, Tracy communities (Attachment 1).

The successful bidder will be granted a contract for exclusive market rights, as provided for in Section 1797.224 of the California Health and Safety Code, for emergency and ALS ambulance services for five years. The start date for the service will be May 1, 2016, at 8:00 a.m., Pacific Time. The Contractor will have the opportunity to earn up to five additional years of contract extension as described in Section 2.13.

### **1.2 Scope of services**

This Request for Proposal (RFP) and its provisions, attachments, addendums and exhibits constitute the RFP for the selection of a single provider of emergency and ALS ground ambulance service for San Joaquin County Ambulance Zone X. The operation of emergency and ALS ambulance service in this zone shall be consistent with the provisions of this procurement process including staffing and performance. This procurement process includes the provision of all emergency ambulance responses, all ALS inter-facility ambulance transports, as well as, the operation of the ambulance provider's dispatch center, which shall be an approved emergency medical dispatch (EMD) center and 9-1-1 secondary answering point.

The selected provider will receive exclusive market rights for all emergency ambulance service and all ALS ambulance service within Zone X. All of the following transports originating in the exclusive ambulance zone shall be referred to the holder of the exclusive franchise for that zone, and the holder of the exclusive franchise shall provide all responses and ground transports:

- all 9-1-1/PSAP requests for ambulance service;
- requests for emergency ambulance service made directly to an ambulance service without going through an authorized 9-1-1/PSAP;
- ambulance transport to an emergency department from the scene of an emergency, including transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facility;
- ALS inter-facility ambulance transports from a general acute care hospital in Zone X to any other general acute care hospital;
- critical care transport (CCT) ambulance transports, which shall conform to the definition of "Specialty Care Transport" as defined in 42 CFR 414.605, from a general acute care hospital in Zone X to any other general acute care hospital, (excluding hospital based neonatal transport services and physician staffed ambulance transports).

The Contractor's scope of service is summarized as follows:

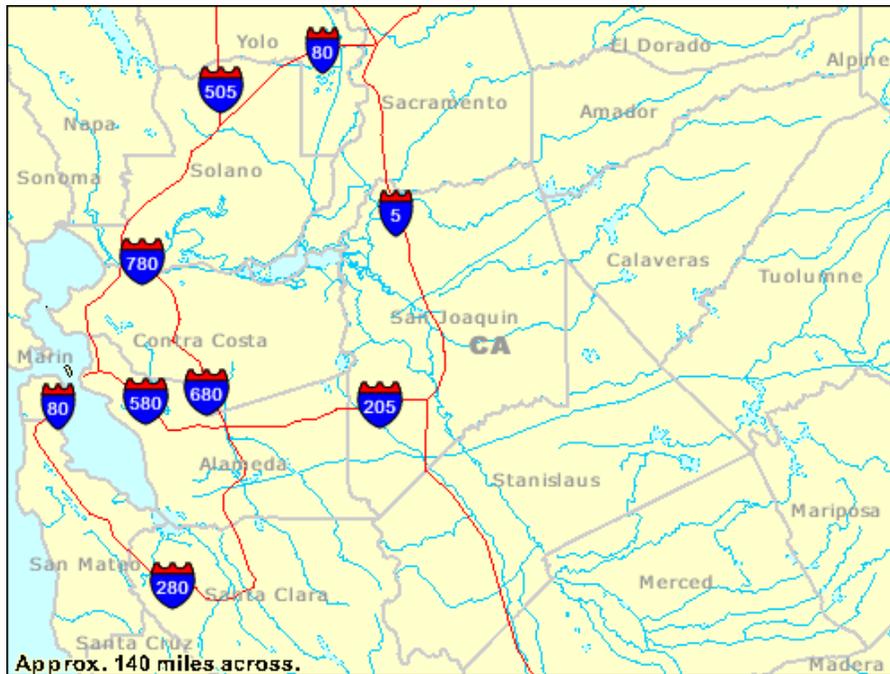
- When a request for service is received by the Contractor at its dispatch center, an appropriately trained EMD Dispatcher must answer that request promptly, must follow approved EMD dispatch procedures, offer planned pre-arrival assistance (as appropriate) and must manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responder and EMS air transport provider agencies.
- Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by the contract, be equipped and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with all EMS Agency policies and approved medical standards. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Services will be provided according to the EMS Agency's Policies and Procedures as are or may be established or as approved by the County in the Contractor's proposal and as developed or promulgated as part of this RFP.
- Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This procurement process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive franchise that fails to perform the standards required maybe found to be in major breach of their contract and promptly replaced in order to protect the public health and safety.

### **1.3 Description of San Joaquin County**

San Joaquin County was established in 1850 as one of California's original 27 counties and derives its name from the San Joaquin River. It has since become the 15th largest county in California, covering more than 1,400 square miles. Within the County there are seven cities: Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy. According to the US Census Bureau as of 2012, the estimated population of the County is 702,602 with the largest number (298,984) living in Stockton. By the year 2025 with an annual projected growth rate of 1.4%, San Joaquin's total population is projected to be 872,000.

San Joaquin County stretches over 75 miles from north to south, and nearly 65 miles from east to west, between the San Francisco Bay Area and the Sierra Nevada

Mountains. It is bordered on the north by Sacramento County, on the east by Amador and Calaveras Counties, on the South by Stanislaus County, and on the west by Alameda, Contra Costa, and Solano Counties. The San Joaquin Valley is crisscrossed with rivers and sloughs, forming the San Joaquin Delta System.



As the northernmost county in the Central Valley, San Joaquin bridges northern and Central California. Its geographical position places the County within a dynamic growth corridor. San Joaquin has cultivated extensive transportation facilities. The Port of Stockton serves ships from around the world, via the Stockton Channel to the San Francisco Bay. Interstate highways transverse the County, both east-west and north-south.

San Joaquin County is home to a number of major industries and service organizations. The County's predominant industries are agriculture, trade, transportation and utilities, government, and educational and health services. Historically, San Joaquin has been one of California's leading counties in gross value for farm products.

#### **1.4 Medical control**

The San Joaquin County EMS system utilizes both on-line and off-line medical control. The County currently has one base hospital, which serves as a control facility for the purposes of patient dispersal during multi-causality incidents (MCIs). San Joaquin County operates primarily on a standing orders system, with on-line medical control reserved for a few ALS interventions, and physician consultation when required or needed.

The San Joaquin County EMS Agency contracts with a physician, with substantial experience in the practice of emergency medicine, to provide medical control and to assure medical accountability throughout the planning, implementation, and evaluation of the local EMS system (Health & Safety Code 1797.202).

## 1.5 Advisory committees

Transportation Committee: The Transportation Committee is advisory to the EMS Agency. Its primary role is to address operational concerns and comment on policies and procedures that primarily pertain to the operation of ambulances, their equipment and personnel, as well as response issues and automatic aid agreements. The Committee is comprised of management staff of the air and ground transportation agencies that are permitted by San Joaquin County EMS Agency and includes a representative from the secondary public safety answering point

EMS Liaison Committee: The EMS Liaison Committee is comprised of representatives from each ALS ground provider and acute care hospital. The committee meets quarterly to address general EMS system concerns

Continuous Quality Improvement (CQI) Council: The committee meets monthly to focus on medical care quality control issues, and to make recommendations concerning training and policy development to the EMS Agency.

## 1.6 EMS participants

### Public service answering points and dispatch centers

San Joaquin County has seven primary public safety answering points (PSAP) and one secondary PSAP designated to receive all 9-1-1 medical and ambulance requests. EMS Policies No. 3001 and 3001A require all primary PSAPs to transfer medical 9-1-1 callers to the County's designated EMS dispatch center without delay. The County's current designated EMS dispatch center is American Medical Response's (AMR) Valley Regional Communications Center (VRECC) which was selected as part of a competitive process for exclusive emergency ambulance service. VRECC interrogates 9-1-1 callers using the National Academies of Emergency Dispatch (NAED) emergency medical dispatch (EMD) protocols as approved by the EMS Agency's medical director.

VRECC provides all emergency ground ambulance dispatch in San Joaquin County and serves as the designated single point of contact for the ordering of all air ambulance resources in the prehospital setting. VRECC also provides emergency dispatch services for the Joint Radio Users Group (JRUG) which is comprised of a majority of fire agencies in San Joaquin County with the notable exception of the cities of Lodi, Manteca, and Stockton. VRECC maintains a direct computer aided dispatch CAD-to-CAD link with the Stockton Fire Department's dispatch center to ensure the efficiency and accuracy of call information between the two dispatch centers.

### Non-transport emergency medical responders (EMRs)

San Joaquin County is served by 18 fire departments. Of these, three departments provide ALS non-transport EMS and 15 provide BLS non-transport EMS. Only one fire department, the Ripon Consolidated Fire District, provides both ALS transport and ALS non-transport services. The San Joaquin County Sheriff's Department boat patrol provides BLS service and water rescue on the Delta waterways. EMRs are dispatched to medical emergencies along with the emergency ambulance service according to EMS Agency policy approved by the EMS Medical Director.

**Table 1: First responder agencies**

<b>First Responder Agency</b>	<b>EMS Capacity</b>
Lodi Fire	BLS
Manteca City Fire Department	BLS
Clements Fire Protection District	BLS
Collegeville Fire Protection District	BLS
Escalon Fire Protection District	BLS
Farmington Fire Protection District	BLS
French Camp-McKinley Fire Protection District	BLS
Liberty Fire Protection District	BLS
Linden Peters Fire Protection District	BLS
Lathrop Manteca Fire Protection District	BLS
Mokelumne Fire Protection District	BLS
Montezuma Fire Protection District	BLS
Ripon Fire Protection District	ALS
San Joaquin County Sheriff's Boat Patrol	BLS
Stockton Fire Department	ALS
Thornton Fire Protection District	BLS
South County Fire Authority	ALS
Waterloo Morada Fire Protection District	BLS
Woodbridge Fire Protection District	BLS

**C. Current emergency ground ambulance providers**

In 2004, San Joaquin County created six exclusive ambulance zones— maintaining the three non-competitively awarded EOAs and establishing three new EOAs to be competitively awarded. Following a Request for Proposal (RFP) process in 2005, the three competitively awarded EOAs (zones A, B, and C) were awarded to American Medical Response-West (AMR) which established a single operations process for the three zones. Ambulance zones D, E, and F remained non-competitively awarded EOAs continuing the use of the existing ambulance providers Manteca District Ambulance, Ripon Consolidated Fire Protection District, and Escalon Community Ambulance. The performance based Emergency Ambulance Agreement between the county and AMR to provide emergency ambulance to zones A, B, and C ends on April 30, 2016.

The Ambulance System Plan was again revised in 2014. Under this plan, zones A, B, and C were merged into a single Zone X. Exclusive rights to this zone will be competitively granted. The other zones will continue to be non-competitively awarded EOAs.

**Table 2: Emergency Ambulance Providers (2014)**

	<b>Community</b>	<b>Current provider</b>
Zone A	Lodi	American Medical Response
Zone B	Stockton	American Medical Response
Zone C	Tracy	American Medical Response
Zone D	Manteca/Lathrop	Manteca District Ambulance
Zone E	Ripon	Ripon Consolidated Fire Dept.
Zone F	Escalon	Escalon Community Ambulance

D. Air ambulance providers

San Joaquin County has four permitted and authorized air ambulance services. REACH is the only air ambulance service based within San Joaquin County and is located at the Stockton Metropolitan Airport. Air ambulances are required by state regulations to operate at not less than the advanced life support level. Air ambulance services currently serving San Joaquin County are shown in Table 3.

**Table 3: Air ambulance providers**

<b>Provider</b>	<b>Helicopter location</b>
PHI	Modesto
Air Methods	Modesto
REACH	Stockton
CALSTAR	Concord

The emergency ambulance service agreements with the EOA ground ambulance providers include a provision allowing the use of the air ambulances to transport patients from the scene of medical emergencies. An air ambulance may be requested by on-scene EMS personnel with all such requests being forwarded to the EMS Agency's designated EMS dispatch center. This policy of single point ordering for EMS aircraft eliminates duplicate requests, improves coordination between multiple responding providers, and reduces the risk associated with multi-aircraft responding to the same scene.

E. Hospitals

San Joaquin County is served by seven acute care hospitals. San Joaquin General Hospital was designated as a Level III trauma center in 2013. Major pediatric trauma patients are transferred by ground or air ambulance to the designated level I pediatric trauma center located at the U.C. Davis Medical Center in Sacramento County.

F. Disaster Medical Services Facilities

San Joaquin General Hospital serves as the disaster control facility (DCF) for the San Joaquin County Operational Area and as the Regional DCF for the State of California Office of Emergency Services (OES) Region IV.

**Table 4: Hospitals in San Joaquin County**

<b>Community</b>	<b>Hospital</b>	<b>Service level</b>
French Camp	San Joaquin General Hospital	Basic emergency services Base hospital/Disaster Control Facility Level III trauma center High risk pregnancy and neonatal receiving facility
Lodi	Lodi Memorial Hospital	Basic emergency services
Manteca	Doctors Hospital of Manteca	Basic emergency services
Manteca	Kaiser-Permanente Manteca	Basic emergency services
Stockton	Dameron Hospital	Basic emergency services STEMI Receiving Center
Stockton	St Joseph's Medical Center	Basic emergency services STEMI Receiving Center
Tracy	Sutter-Tracy Community Hospital	Basic emergency services

**1.7 Estimated EMS Responses**

The total number of emergency ambulance scene requests (including all Code 2 and Code 3 responses) for all exclusive operating areas combined in 2012 was 64,813. The Zone X area had 48,902 Code 3 and 15,911 Code 2 responses. There were 1,378 ALS interfacility transfers and 721 CCT interfacility transfers.

The total call volume for each exclusive operating area or sub area along with the overall response time compliance for Code 3 responses are show in Table 5.

**Table 5: Response volume and compliance rates, by zone (2012):**

Zones	Code 3 Responses	Code 3 Response Time Compliance	Code 2 Responses
Zone A-1 (X-1)	4,255	95.79%	1,868
Zone A-2 (X-2)	1,315	89.73%	308
Zone A-3 (X-3)	594	92.59%	135
Zone B-1 (X-4)	13,524	90.85%	5,045
Zone B-2 (X-5)	14,941	92.76%	4,605
Zone B-3 (X-6)	128	100.00%	19
Zone B-4 (X-7)	1,461	92.54%	379
Zone B-5 (X-8)	1,082	78.56%	326
Zone C-1 (X-9)	3,289	94.89%	1,270
Zone C-2 (X-10)	555	93.51%	72
Zone C-3 (X-11)	665	95.34%	86
Zone D	5664	91.28%*	1613
Zone E	722	88.7%*	0
Zone F	707	87.13%*	185
<b>Total</b>	<b>48,902</b>	<b>91.98%</b>	<b>15,911</b>

\* Compliance shown without exemptions identified

NOTE: Zones A, B, and C are now identified as Zone X.

The number of ALS Interfacility Transports and Critical Care Transports originating in hospitals in San Joaquin County in 2012 reported by the current exclusive ambulance provider in Zone X are show in Table 6:

**Table 6: ALS and CCT Interfacility Transports, 2012**

Origination	ALS IFT	CCT IFT
Dameron Hospital	243	155
Lodi Memorial Hospital	450	197
San Joaquin General Hospital	184	77
St Joseph's Medical Center	183	236
Sutter Tracy Community Hospital	318	56
<b>Total</b>	<b>1,378</b>	<b>721</b>

## **Section 2: Submission and evaluation of proposals**

### **2.1 Notice to bidders**

This RFP does not commit the County of San Joaquin to award a contract and to pay costs incurred in the preparation of a proposal responding to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety the RFP process if the County deems it is in its best interest to do so. This RFP shall not be construed to be a low bid process. The contract, if awarded, will be negotiated with the bidder who can best meet the County's needs as identified in this RFP.

The County specifically makes no promises or guarantees concerning the number of emergency, ALS, CCT, and non-emergency calls or transports, quantities of patients or distance of transports that will be associated with this procurement. The County has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP or on any of the linked websites.

It is in the bidder's best interest to submit a complete and accurate proposal. Where documentation or response is incomplete or silent, it shall be assumed that the proposal is deficient. Further, it is in the bidder's best interest to make a proposal that meets the stated requirements contained in this RFP. While bidders may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described within the RFP may disqualify proposals. Bidders are invited to submit alternatives to the services described within this RFP, if such alternatives are in the best interests of the County.

While this procurement allows combinations of organizations in order to provide the required services, there shall be only one contractor, under whose auspices the proposal is submitted. This contractor must assume all liability and responsibility for achieving the specified performance levels specified in this RFP. Any subcontracts for essential services, as described in the RFP, between the bidder and separate entities must be pre-approved in writing by the County and shall be described within the proposals.

### **2.2 Contacts**

Except as noted in Section 2.3, below, bidders may not contact the San Joaquin County EMS Agency or its staff, the County's consultant, the San Joaquin County Health Care Services Director, the San Joaquin County Administrator or her staff, or the members of the San Joaquin County Board of Supervisors or their staff regarding anything related to this RFP.

Violation of this requirement may lead to the bidder's disqualification.

### **2.3 Bidders' conference**

The only opportunity for bidders to discuss the RFP specifications and process will be at the mandatory bidders' conference. Since there will be no other opportunities to discuss the RFP or the competitive process with County staff, attendance at the bidder's conference is mandatory for all bidders.

The mandatory bidders' conference will be held:

September 4, 2014, 10:00 a.m.  
San Joaquin County EMS Agency  
EMS Classroom  
500 W Hospital Road  
French Camp, CA

Only those potential bidders who have submitted a letter of intent to bid (Section 2.4) and who have paid the intent to bid fee will be permitted to attend the bidder's conference. Each bidder may bring up to three individuals.

Bidders may submit questions or recommend modifications to the RFP prior to the conference. All such submissions must be in writing and received by August 25, 2014 at 12:00 p.m. Address questions to:

Dan Burch, EMS Administrator  
San Joaquin County EMS Agency  
P.O. Box 220  
French Camp, CA 95231

Submissions may also be sent by email to the EMS Administrator at [dburch@sjgov.org](mailto:dburch@sjgov.org) or delivered during normal business hours at San Joaquin County EMS Agency 500 W. Hospital Road, Benton Hall Room 47; French Camp, CA 95231

All written correspondence received from potential bidders, as well as the County responses, will be distributed at the bidder's conference. Any amendments or clarifications to the RFP made following the conference will be distributed to all attendees at the conference.

The California Public Records Act, Government Code Sections 6250, et. seq., provides that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in the State. Public records are defined as any writing relating to the conduct of the public's business and are open to inspection during normal business hours.

There are specific exceptions to the Public Records Act. In the event that the County receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the organization whose proposal has been requested to notify the County of any right to confidentiality that may exist. The County may assert that right based on its own legal analysis. The County will not seek a judicial determination of any asserted right of confidentiality that may exist. The County will not make that assertion on behalf of the bidder. Absent a judicial determination that the documents are exempt from disclosure, they will be subject to inspection.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the County of San Joaquin, and/or its agents, officers or employees, that the County has violated a bidder's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.

#### **2.4 Letter of intent**

Organizations that desire to submit a proposal under this RFP must submit a letter of intent to submit a proposal. The letter of intent must be signed by the person or

persons who are authorized to bind the organization to contractual obligations and must be received no later than August 25, 2014 at 12:00 p.m. It shall be sent to:

Dan Burch, EMS Administrator  
San Joaquin County EMS Agency  
P.O. Box 220  
French Camp, CA 95231

Submissions may also be delivered during normal business hours at San Joaquin County EMS Agency 500 W. Hospital Road, Benton Hall Room 47; French Camp, CA 95231.

The letter of intent must be accompanied by an intent fee of \$1,000.

**2.5 Proposal fee**

The County has adopted a proposal fee of \$25,000 to defray the County’s expenses associated with the Request for Proposal process. Each proposal shall be accompanied by the payment of the proposal fee. Any proposal not accompanied by the required proposal fee will be considered incomplete and therefore not qualified for consideration or review.

**2.6 Proposal format and requirements**

Proposals shall be typewritten using a font of Arial 12 point, or equivalent, and contained in a three-ring binder(s). Proposals shall include page numbers and have major sections tabbed. The submission of one copy the proposal on digital media in a PDF format is required.

The proposal must respond to the criteria included in this RFP and must specifically include all of the information and materials described within the shaded boxes.

Each proposal shall include a table of contents. The table of contents shall outline the proposal content and shall be sequenced and numbered consistent with the following format:

Part	Title
	Form 1: Proposal identification
	Form 2: Statement of intent and affirmation
<b>I.</b>	<b>Credentials:</b>
I-A	Analogous experience
I-B	Financial stability
I-C	Managerial expertise
	<u>Credentials forms</u>
	• Form 3 Investigative authorization–company
	• Form 4: Investigative authorization–individual
	• Form 5: Acceptance of minimum requirements
	• Form 6: Acceptance of contract language
<b>II.</b>	<b>Proposal</b>
II-A	Introduction
II-B	System design
II-C	Operations

II-D	Personnel
II-E	Quality/performance
II-F	Data and reporting
II-G	Financial and administrative
	<u>Finance forms</u>
	• Form 7: EMT compensation package
	• Form 8: Paramedic compensation package
	• Form 9: Dispatcher compensation package
	• Form 10: Proposed operating budget
	• Form 11: Proposed ambulance rates
	• Form 12: Charge scenarios
II-H	Community education/prevention
<b>III.</b>	<b>Appendices and attachments</b>

Any information, which does not fit logically into one of these labeled sections, shall be appended to the proposal in an area separate from the proposal. Required forms should be submitted only once and should be referred to in the proposal as appropriate.

## 2.7 Proposal options

Bidders must submit a proposal based on Option A and may submit proposals based on Option B. The proposal shall include the following for each proposal:

- A complete three-year budget (found in Form 10 of this RFP and at <http://sjgov.org/ems/rfp2014>;
- Proposed ambulance rates; (found in Form 11 of this RFP and at <http://sjgov.org/ems/rfp2014>; and
- Charge scenarios (found in Form 12 of this RFP and at <http://sjgov.org/ems/rfp2014>).

### Response time standard options

- Each bidder **must** submit a proposal for Option A:
  - Urban
    - ALS ambulance response to 90 percent of all Code 3 calls each month in 7 minutes and 29 seconds or less.
  - Suburban
    - ALS ambulance response to 90 percent of all calls each month in 9:29 minutes or less.
  - Suburban-Moderate
    - ALS ambulance response to 90 percent of all calls each month in 15:29 minutes or less.
  - Rural
    - ALS ambulance response to 90 percent of all calls each month in 17:29 minutes or less.
  - Wilderness
    - ALS ambulance response to 90 percent of all calls each month in 29:29 minutes or less.

Current area designations are shown in

Attachment 3.

Interfacility transfers (zone-wide):

- ALS: ALS ambulance response to 90 percent of all interfacility transfer requests each month in 30:00 minutes or less.
- CCT: CCT ambulance response to 90 percent of all interfacility transfer requests each month in 45:00 minutes or less.
- Bidders may also submit a proposal for Option B:

A system designed to meet the intent of the requirements of this RFP with the bidder's recommended response time standards. Optional proposals cannot include the use of first response providers as a means to stop the ambulance response time "clock" to meet response time requirements. Any Option B proposal must clearly identify the proposed ALS ambulance response time standard and the marginal cost difference between Bidder's Option A and Option B proposals.

## **2.8 Submission and receipt of proposals**

One original, identified as the "master" and containing original signatures, with 11 copies of the proposal, a copy of the entire submission (including appendices) in "PDF" format, and the proposal fee must be submitted no later than September 24, 2014 at 12:00 p.m. to:

Dan Burch, EMS Administrator  
San Joaquin County EMS Agency  
500 W Hospital Road, Benton Hall Room 47  
French Camp, CA 95231

Proposals must be submitted in the format described in Section 2.6 and include the information shown in Sections 3 and 4 of this document.

Proposal packages must be delivered in person by a representative of the applicant and not through the United States Postal Service or any other common carrier. Consideration of proposals will be strictly governed by the following:

Any proposals or re-submission received at the San Joaquin County EMS Agency office after the exact time specified for receipt will not be considered.

After submission, proposals may be withdrawn and re-submitted as long as the re-submission is received no later than the time and date specified above. A proposal may also be withdrawn in person by a bidder or an authorized representative, provided his/her identity is made known and he/she signs a receipt for that proposal. The withdrawal must be made prior to the deadline submission stated above. No erasures are permitted; errors must be crossed out. Corrections must be in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the proposal.

Upon receipt by the County, all proposals will receive a number and the date and time of receipt will be recorded. All proposals received prior to the deadline shall be kept in a secure place. Opening of proposals shall be public and witnessed by at least two people. These openings will occur 30 minutes after the submission

deadline at the San Joaquin County EMS Agency 500 W Hospital Road, Benton Hall Room 47, French Camp CA 95231.

All proposals shall remain firm for at least 180 days from the date specified for opening the proposals.

## **2.9 Rejection of proposals**

The County reserves the right to reject any and all proposals for any reason, including but not limited to, failure to adhere to the proposed requirements or inaccuracy of any information supplied within a proposal. The County shall notify the bidder of a rejected proposal.

## **2.10 Evaluation of proposals**

The EMS Agency Administrator will appoint a Proposal Review Committee to consist of 3 to 7 persons knowledgeable in emergency medical services, healthcare, healthcare finance, and purchasing. The Committee will review the proposals, interview bidders, rank the proposals, and make a recommendation to the EMS Administrator.

Each Committee member will individually evaluate each proposal using the Individual Proposal Review Worksheet (Attachment 8). The members of the Committee will meet and discuss their findings, share their individual evaluations and worksheets with the other committee members, and jointly develop a final ranking of proposals which shall be documented using the Proposal Review Committee Final Recommendation Table (Attachment 8).

The EMS Administrator will announce the Committee's rankings and his/her decision to accept or reject the Committee's selection. This announcement will open the protest period described in Section 2.12. Following the conclusion of the protest process the EMS Administrator will present the Committee's selection and the decision of the Director of Health Care Services regarding any protest to the Board of Supervisors and will make a recommendation to: 1) accept the Committee's selection and enter contract negotiations with the selected bidder; or 2) reject the Committee's selection. The San Joaquin County Board of Supervisors decision will be final.

The County may conduct investigations of bidders' submissions and claims as it deems necessary including inspections of bidder's offices, work space, and operations. Furnishing of false or misleading information during the proposal process may constitute a breach of contract and/or reason for rejection.

Bidders will be expected to give presentations and answer questions on their proposals to the Proposal Review Committee. Presentations will be limited to a maximum of ten minutes, although the proposal itself should include all elements required. Presentations will be followed by a question and answer session.

This RFP includes three types of criteria: legal standards, objective standards, and competitive standards.

Legal standards require an affirmation that the proposer will meet a specific standard (e.g., to comply with the LEMSA's insurance requirements). This affirmation will be submitted by execution of the table in Form 5.

Objective standards require a statement affirming that the proposer will meet the specific standard and the submission of information by the proposer describing how this standard will be achieved.

Competitive standards require compliance but have no absolute or maximum standard. Proposals will be evaluated not only on how the standard is met but will also be competitively compared to the proposals submitted by other bidders.

The competitive standards are:

- System design
- Dispatch operations
- Clinical excellence and quality improvement
- Efficiency and operating margin

The four competitive standards are equal in weight. In making its recommendation, the Committee will judge each proposal in its entirety.

Each proposal will be reviewed to determine if the bidder can meet the County's requirements as set forth in this RFP. The bidder must demonstrate that each requirement is met. Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the proposal is deficient.

## **2.11 Waiver of requirements**

The County reserves the right to waive any RFP requirement(s) it deems in the best interest of the County.

## **2.12 Protests**

All protests submitted regarding the RFP process shall be made in writing, signed by an individual who has contractual authority to bind the bidding entity, and delivered by US Mail to:

Dan Burch, EMS Administrator  
San Joaquin County EMS Agency  
P.O. Box 220  
French Camp, CA 95231

Protests may also be sent by email to the EMS Administrator at [dburch@sigov.org](mailto:dburch@sigov.org) or delivered during normal business hours at San Joaquin County EMS Agency; 500 W. Hospital Road, Benton Hall Room 47; French Camp, CA 95231.

All protests must be received by October 24, 2014, at 12:00 p.m. Any protest received after this time will not be considered.

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 RFP.
2. The Protestor believes there was misconduct or impropriety by County officials or Review Panel members.
3. The Protester believes there was abuse of process or abuse of discretion by County officials or Review Panel members.

Protests shall state the specific reason(s) for the protest, citing the law, rule, regulation or procedure on which the protest is based.

The Director of Health Care Services shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. Only the information contained in the written protest shall be considered by the Director. The Director has the authority to request additional information from the protester or the EMS Administrator to clarify or confirm information submitted in the written protest to assist with the Director's review of the protest. The Director shall issue a written decision on the protest within 10 calendar days of its receipt; however, the time for decision may be extended by the Director with advance written notice to the protester and the EMS Administrator. The decision of the Director shall be final.

### **2.13 Conditions for contract extension**

At its sole discretion, the San Joaquin County Board of Supervisors may extend the exclusive market rights granted to the Contractor for an additional five-year period. Eighteen months prior to the expiration of the contract, the Contractor may petition the EMS Agency for a five-year extension.

The County's decision to grant an extension will consider, but not be limited to, how well the Contractor has performed in the following areas:

- Compliance with the terms of its contract with the County;
- Operational and financial areas;
- Effectiveness of the Contractor's quality improvement program in identifying opportunities for improvement and achieving demonstrable improvements in those areas;
- Cooperation of management in assisting the EMS Agency with system operation and enhancements;
- Number of substantiated complaints filed against the Contractor and the manner in which the Contractor handled them;
- Consistency in maintaining and/or improving its professional image;
- Level of cooperation between the Contractor and other participants within the EMS System.

## Section 3: Credentials

### 3.1 Credentials overview

Credentials shall be submitted as Part I of the proposal. Credentials will be used to determine:

Analogous Experience: The bidder has experience managing an emergency ALS ambulance service to a community with a population of at least 250,000 during two of the past five years, or equivalent, including compliance with fractile response time performance and other regulatory/contractual expectations

Financial Stability: The bidder has sufficient capital for contract implementation, financial reserves to sustain operations, and a history of financial stability.

Managerial expertise: The bidder has key personnel who possess the education and experience to provide the leadership necessary to meet the requirements of this RFP.

### 3.2 Analogous experience:

The bidder must have sufficient experience in providing high quality, performance based ambulance service to meet the requirements of this Request for Proposals.

Bidders **will** be disqualified if deficient in any of the following:

- An unresponsive answer;
- Any contract for provision of ambulance or ALS service terminated for cause within the past 10 years.
- Insufficient experience in successful operation. Sufficient experience is defined as having a minimum of (5) five years of experience providing emergency and advanced life support ambulance service under a performance based contract to at least one community/system with a minimum population of 250,000.

Bidders **may** be disqualified if deficient in any of the following:

- A history of major regulatory actions or sanctions against the Bidder, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit;
- A history of contract terminations;
- A history of litigation in the past five years involving the Bidder or any principal officers in connection with any contract for similar services where the Bidder or principle officer was found to be at fault.

- Provide the Investigative Authorization–company (found in Form 3 this RFP) for key personnel
- Describe the Bidder’s organization’s history and experience in providing emergency and advanced life support ambulance service, and emergency medical dispatch. Include:
  - Business name;
  - Legal business status (i.e., partnership, corporation, etc.);
  - Number of years in business;
  - Other or prior business names;
  - Whether bidder holds controlling interest or is controlled by another organization;
  - Financial interest in related business; and
  - Business partners in the last five years.
- Provide a list or table of every community the Bidder currently serves and every community it has served in the ten years prior to submission of its proposal. Indicate:
  - Type and level of service provided including the population served;
  - The contract period;
  - Whether the Bidder held exclusive market rights for emergency ambulance service to the community;
  - Whether the contract was competitively awarded;
  - The name, address, contact person and telephone number;
  - Remaining term of each contract; and
  - Circumstances under which any contracts were terminated, prior to expiration, the cause of the failure to complete and any allegations of deficient service if applicable
- Document the Bidder’s experience providing emergency and ALS ambulance services meeting independently verifiable maximum (fractile) response times for both Code-2 and Code-3 requests. Present examples of compliance for at least a two-year period to fractile response times for metropolitan/urban, suburban, rural, and wilderness in analogous areas.
- Document the Bidder’s experience providing equitable response time among neighborhoods and/or communities.
- Document the Bidder’s experience providing emergency medical dispatch and operating a 911 public safety answering point (PSAP).
- List all litigation in the past five years involving the Bidder or any principal officers in connection with any contract for emergency ambulance services, ALS or similar services. Include the title of the case, case number, court, and monetary amount (e.g. damages), and resolution
- List any instances of major regulatory actions or sanctions against the Bidder, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.
- List business or professional licenses or certificates held by the Bidder required to provide the services required by this contract.

### 3.3 Financial stability

The bidder must have sufficient financial resources service to meet the requirements of this Request for Proposals and to fulfill the obligations that are proposed.

Bidders **will** be disqualified if deficient in any of the following:

- An unresponsive answer;
- Any current undischarged bankruptcy of the bidder or a parent organization;
- Failure to show evidence of access to sufficient capital to meet the requirements of the RFP.
- A history of past bankruptcies that have negatively impacted the provision of ambulance service to a community.

- Document the Bidder's current net worth and the form of that net worth including its capacity to convert non-liquid assets into cash if needed.
- Provide an audited financial statement of current assets and liabilities for the past two years.
- Document the Bidder's access to working capital, including the finance of equipment needed to service a system such as the one in San Joaquin County.
- Provide evidence of the amount of current reserve borrowing power for the Bidder.
- List commitments or potential commitments, which may impact assets, lines of credit, guarantor letters, or otherwise affect the Bidder's abilities to perform this contract.
- Describe the circumstances of any bankruptcy filings or terminations of emergency ambulance service involving the Bidder within the past ten years.

### 3.4 Managerial expertise

The bidder must have sufficient managerial expertise to meet the requirements of this Request for Proposals and to fulfill the obligations that are proposed

Bidders **will** be disqualified if deficient in any of the following:

- An unresponsive answer;
- Failure to show that key personnel have past experience in the implementation and operation of emergency advanced life support ambulance service to the type proposed by the bidder. For the purpose of this section, "key personnel" include:
  - The individual who will be in charge locally, within the San Joaquin County EMS system;
  - The person to whom the person in charge locally reports;
  - The person(s) responsible for clinical oversight and quality improvement ;
  - The person responsible for operation of the emergency medical dispatch center and 911 PSAP;
  - The person responsible for developing, monitoring, and changing the SSM plan;
  - The person responsible for analysis and reporting of response time compliance to the EMS Agency;
  - The person(s) responsible for medical records/health information exchange.

- Identify key personnel who will be responsible for operations within San Joaquin County including, but not limited to, the local operations manager and those responsible for quality improvement, education/training, billing, equipment maintenance, and dispatch services. For each, identify:
  - Qualification, education, and experience
  - Time in the position
  - If time in the position is less than five years, the time in the position for the incumbent's predecessor.
- Provide the Investigative Authorization–Individual (found in Form 4 of this RFP) for key personnel. At a minimum, this shall include
  - The individual who will be in charge locally, within the San Joaquin County EMS system
  - The person to whom the person in charge locally reports
  - The person(s) responsible for clinical oversight and quality improvement
  - The individual who will be in charge of dispatch and the 911 PSAP
  - The person responsible for developing, monitoring, and changing the SSM plan
  - The person responsible for reporting on response time compliance to the EMS Agency
  - The person responsible for medical records/health information exchange

## Section 4: Proposal Requirements

Following the proposal format and requirements described in Section 2.6, Part III of the Proposal shall include the following:

### 4.0 INTRODUCTION SECTION

The Introduction Section of the Proposal shall include:

- A letter of transmittal from the bidder to the County, summarizing the proposal;
- Proposal Identification Page, found in Form 1 of this RFP;
- Statement of Intent and Affirmation, found in Form 2 of this RFP;
- Investigative Authorization–Company, found in Form 3 of this RFP; and
- The bidder's acceptance of the minimum requirements, found in Form 5 of this RFP.

➤ Submit the requested documents

### 4.1 SYSTEM DESIGN SECTION

#### 1. Start-up

The Contractor must have the ability to provide service throughout the contracted area as of the planned starting date for the contract.

If anything in the proposed service will not be in place on the starting date of the service, it must be clearly identified and a deadline for its implementation provided.

➤ Describe how the Bidder would manage the start-up of services with the planned timeframe from the contract approval to implementation. (Include fleet, other equipment, communications system, staff, and key personnel.)

➤ Describe anything in the proposed service that will not be in place on the starting date. Include a timeline for implementation and identify any barriers that might impact this timeline. Describe how this will impact the Bidder's ability to meet the standards of this RFP.

#### 2. System design

The Contractor's ambulance responses shall be dispatched in compliance with policies and protocols established by the County.

➤ Accept the ambulance response procedure (on the form found in Form 5).

The Contractor must develop system status management and deployment plans specific to meeting EMS performance requirements within San Joaquin County, continuously monitor the implementation of these plans, and secure necessary ambulance post locations at the Contractor's expense. The deployment plan shall:

1. Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week, based upon the number of vehicles available to respond to calls for various status levels (1 through the maximum proposed status). As an example, System Status 2 refers to the deployment of ambulances when two ambulances are available and

System Status 5 refers to the deployment of ambulances when five ambulances are available.

2. Describe 24-hour system status management strategies.
3. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
4. Provide maps that identify proposed ambulance station or post locations within the response time compliance areas. Specify the anticipated response times to each Subzone X-1 through X-11 at the 90% fractile, including variations based upon System Status levels.
5. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
6. Describe any planned use of on-call crews.
7. Describe any mandatory overtime requirements.
8. Take into account the prohibition on field personnel who are scheduled to work a 12 hour shift from working more than 16 consecutive hours without a minimum of an 8 hour break.
9. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
10. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

**COMPETITIVE AREA:**

- Present a proposed deployment plan that complies with all minimum requirements of this Request for Proposal.
- Describe the process used to develop, analyze, modify, and implement on-going system status management strategies.

**3. Ongoing deployment plan requirements**

The unit hours included in the initial deployment plan shall not be decreased by the Contractor during the first three months of operations.

Following the contract award, the Contractor shall keep a current deployment plan, including maps, on file with the EMS Agency and have a plan to redeploy or add ambulance hours if response time performance standards are not met.

A revised deployment plan shall be provided to the EMS Agency within twenty-four (24) hours of implementation of any change made by the Contractor in ambulance stations or post locations.

The EMS Agency shall be informed of meetings conducted by Contractor's staff to consider changes in the deployment plan and shall be permitted to send representatives to such meetings.

The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met.

If the unit hour utilization ratio of an ambulance over a 24 hour period nears 0.40, the Contractor shall evaluate options to balance the workload.

Failure by the Contractor to redeploy or add ambulance units within two months of notice by the County of Contractor's failure to meet response time standards shall constitute a major breach of contract.

Contractor shall agree to participate in a county-wide integrated response plan approved by the County designed to ensure the response of the closest emergency ambulance, regardless of provider.

☞ Accept the ongoing deployment plan requirements (on the form found in Form 5).

#### **4. System Status Plan Evaluation Process:**

Contractor shall establish and maintain a system status plan evaluation process, including:

- A method to identify response time performance problems, determine underlying causes, and mitigate them.
- A System Status Management (SSM) committee that includes representatives from the EMS Agency and other San Joaquin County emergency ambulance providers.
- SSM daily dashboards, weekly reviews, and monthly evaluations with adjustments being made to the posting plan, ambulance schedules, and the number of hours deployed in order to meet response time standards.

☞ Describe the Bidder's system status management evaluation process as used in other operations/communities and as proposed for use in San Joaquin County.

☞ Provide three (3) real-life cases demonstrating how the Bidder's evaluation process was used to adjust its system status plan to modify posts, add or subtract unit hours, and otherwise adjust response time performance.

## **4.2 OPERATIONS SECTION**

### **1. Legal compliance**

The Contractor's operational policies must comply with all state and federal laws and regulations, and county ordinances and policies.

☞ Accept the legal compliance requirements (on the form found in Form 5).

### **2. Response time compliance**

Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by EMS Agency policy, be equipped and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with approved medical standards and protocols.

➤ Accept the response time compliance requirements (on the form found in Form 5).

### 3. Response time standards/penalties

Response times vary depending upon the response-time zone to which the Contractor must respond. Current population density area descriptions are shown in Attachment 3.

Annually, County and Contractor will review the population density assignments and make adjustments as appropriate.

Code 3 calls: Calls that have gone through the County approved emergency medical dispatch process and that have been dispatched as Code-3 shall meet the following standard:

- Urban: ALS ambulance response to 90 percent of all calls each month in 7:29 minutes or less.
- Suburban: ALS ambulance response to 90 percent of all calls each month in 9:29 minutes or less.
- Suburban-Moderate: ALS ambulance response to 90 percent of all calls each month in 15:29 minutes or less.
- Rural: ALS ambulance response to 90 percent of all calls each month in 17:29 minutes or less.
- Wilderness: ALS ambulance response to 90 percent of all calls each month in 29:29 minutes or less.

Code 2 calls: Calls that have gone through the County approved emergency medical dispatch screening process and which have been dispatched as Code-2 shall meet the following standard:

- Urban: ALS ambulance response to 90 percent of all calls each month in 14:59 minutes or less.
- Suburban: ALS ambulance response to 90 percent of all calls each month in 18:59 minutes or less.
- Suburban-Moderate: ALS ambulance response to 90 percent of all calls each month in 30:59 minutes or less.
- Rural: ALS ambulance response to 90 percent of all calls each month in 34:59 minutes or less.
- Wilderness: ALS ambulance response to 90 percent of all calls each month in 59:59 minutes or less.

Interfacility transfers (zone-wide):

- ALS: ALS ambulance response to 90 percent of all interfacility transfer requests each month in 30:00 minutes or less.
- CCT: CCT ambulance response to 90 percent of all interfacility transfer requests each month in 45:00 minutes or less.

- Accept County response time performance standards for response to Code-2 and Code-3 requests (on the form found in Form 5).
- Accept County response time performance standards for response to ALS interfacility transfer and CCT interfacility transfer requests (on the form found in Form 5).
- Supply supporting documentation to demonstrate the organization's ability to meet the response time criteria. Such documentation shall contain procedures, including monitoring and verification procedures, to be used to record and analyze response time statistics.

#### **4. Response time exceptions**

At the County's discretion late responses may be excused from financial penalties and from being calculated against response time compliance areas (X-1 through X-11). Examples of the type of exceptions currently allowed on a case by case basis include:

- Call was reduced from Code-3 to Code-2 by on-scene responders or by the dispatcher in accordance with County protocol;
- Severe inclement weather conditions which impair visibility or create other unsafe driving conditions;
- Unavoidable delay caused by unreported/unforeseeable road construction;
- Material change in dispatch location after the initial dispatch;
- Restricted freeway access;
- Delays in transferring care in the emergency department impacting availability;
- Second and third in (multiple) units to the same scene.

Exceptions shall be for good cause only, as determined by the County. The burden of proof that there is good cause for an exception shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis.

The Contractor shall file a request for each response time exception on a monthly basis with the EMS Agency within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

Exceptions will be granted for instances of "move up and cover" or "mutual aid" consistent with EMS Agency policy and procedure. The financial penalties may be waived based on special circumstances.

- Accept the response time exception procedure (on the form found in Form 5).
- List the Bidder's recommendations, if any, for response time exceptions.

#### **5. Response time calculations**

Response times shall be calculated from the hour, minute, and second the request/call is received by the Contractor's dispatch center to the hour, minute, and second the Contractor's ALS ambulance (or other authorized ambulance provider

requested by Contractor's dispatch center), arrives on scene with a fully equipped and staffed ALS ambulance. A call is considered "received" at the time that the dispatcher received sufficient information from the reporting party (including a transferring PSAP) to initiate the response (i.e., address/location and patient chief complaint and, in most cases, an EMD determinant). An ambulance is considered on-scene when it arrives at the address/location to which it was dispatched and the wheels are stopped. Response times shall be routinely calculated using a computer-aided dispatch (CAD) time stamp of "time sent to queue" and "time arrived at scene."

Each incident shall be counted as a single response regardless of the number of units that respond and only the first arriving ambulance's time shall be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.

A CAD system shall be utilized to record dispatch information for all ambulance requests. The time-stamp or CAD system shall include the date, hours, minutes and seconds.

☞ Agree to calculate response times as defined by the County (on the form found in Form 5).

## 6. Applicable calls

Response time standards shall apply to all emergency ambulance requests requiring a Code-3 response as determined by the Contractor's emergency medical dispatch (EMD) center using National Academy of Emergency Dispatch call screening and dispatch protocols and EMS Agency policy. For the purpose of this requirement, "Code-3" means any request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with EMS Agency policy and National Academy of Emergency Dispatch protocols, requiring the immediate dispatch of an ambulance with use of red lights and siren.

Response time performance measurement shall include response times to Contractor's ambulance zone provided by other authorized ambulance providers when requested by the Contractor's dispatch center.

The Contractor shall not be held accountable for emergency or non-emergency response time compliance for any request for service originating outside of Zone X and those responses will not be counted in the number of total calls used to determine response time compliance under this Agreement.

☞ Accept definition of applicable calls (on the form found in Form 5).

The Contractor shall use its best efforts to minimize variations or fluctuations in response time performance.

☞ Agree to use best efforts to minimize variation in performance (on the form found in Form 5).

## 7. Penalty for failure to meet response time standard

Scene responses: The Contractor shall pay the County a per-minute fine for each Code-2 or Code-3 response that exceeds the response time standard:

- Urban: a fine of \$100 per minute for every minute or fraction of a minute exceeding 9:29 minutes for Code 3 calls and 18:59 minutes for Code-2 calls.
- Suburban: a fine of \$100 per minute for every minute or fraction of a minute exceeding 17:29 minutes for Code 3 calls and 34:59 minutes for Code-2 calls.
- Suburban moderate: a fine of \$100 per minute for every minute or fraction of a minute exceeding 17:29 minutes for Code 3 calls and 34:59 minutes for Code-2 calls.
- Rural: a fine of \$100 per minute for every minute or fraction of a minute exceeding 29:29 minutes for Code 3 calls and 58:59 minutes for Code-2 calls.
- Wilderness: a fine of \$100 per minute for every minute or fraction of a minute exceeding 59:59 minutes for Code 3 or Code-2 calls.

### Interfacility transfers

- A fine of \$200 for each response exceeding 30:00 minutes but less than 59:59 minutes.
- A fine of \$600 for each response exceeding 60:00 minutes

- Accept the “per minute” penalty for failure to meet response time standards (on the form found in Form 5).
- Accept the “per response” penalty for failure to meet interfacility transfer response time standards (on the form found in Form 5).
- Agree to report those calls that fail to meet response time standards as required by the County (on the form found in Form 5).
- Acknowledge that payment of penalty does not relieve the Contractor of responsibility for compliance with response time standards (on the form found in Form 5).

## 8. Penalty for failure to meet response time compliance area time standard

The Contractor shall have a response time compliance rate of 90% within each subzone (X-1 through X-11) during each month. Compliance calculations for any subzone with less than 100 requests for service shall be tolled until a minimum of 100 calls has been reached or surpassed.

Each time that Code-3 responses for a response time compliance area are calculated at less than 90% of the response time standard for the month, Contractor will pay County penalties in addition to those listed for individual calls as follows:

<b>Compliance level (per zone, per month)</b>		<b>Fine</b>	
<b>Greater than or equal to:</b>	<b>Less than</b>		
89%	90%	\$	5,000
88%	89%	\$	10,000
87%	88%	\$	15,000
86%	87%	\$	20,000
85%	86%	\$	25,000
80%	85%	\$	50,000
75%	80%	\$	100,000
70%	75%	\$	200,000
0%	70%	\$	250,000

- Accept penalty for failure to meet compliance zone response time standards (on the form found in Form 5).
- Agree to report those calls that fail to meet compliance zone response time standards as required by the County (on the form found in Form 5).
- Acknowledge that payment of compliance zone penalty does not relieve the Contractor of responsibility for compliance with response time standards (on the form found in Form 5).

**9. Penalty for failure to meet interfacility transfer response time standard**

Each time that interfacility transfer responses for Zone X (X-1 through X-11 combined) are calculated at less than 90% of the response time standard for the month, Contractor will pay County penalties in addition to those listed for individual calls as follows:

<b>Compliance level (zone-wide, per month)</b>		<b>Fine</b>	
<b>Greater than or equal to:</b>	<b>Less than</b>		
89%	90%	\$	1,000
88%	89%	\$	2,000
86%	88%	\$	3,500
0%	85%	\$	5,000

- Accept penalty for failure to meet compliance zone response time standards for interfacility transfers zone-wide, per month (on the form found in Form 5).
- Agree to report those calls that fail to meet interfacility response time standards as required by the County (on the form found in Form 5).
- Acknowledge that payment of penalty does not relieve the Contractor of responsibility for compliance with interfacility transfer response time standards (on the form found in Form 5).

## 10. Penalty for failed response

The Contractor shall pay a fine of \$50,000 for each time the Contractor fails to respond to, or is unable to respond to a call and fails to refer the call to another authorized emergency ambulance service (i.e. the call receives no response within 59 minutes of initial request), and such incident requires an ambulance response in accordance with County approved EMS dispatch protocols. The call shall be used for the purposes of determining response time compliance calculations. Each instance of a failed response shall be evaluated by the EMS Agency to determine the threat to the public health and safety and the need to initiate the provisions of a major breach of contract.

- Accept penalty for failed response (on the form found in Form 5).
- Agree to report those calls that resulted in a failed response as required by the County (on the form found in Form 5).
- Acknowledge that payment of penalty for a failed response does not relieve the Contractor of responsibility for compliance with response time standards (on the form found in Form 5).

## 11. Penalty for failure to provide data to determine compliance

The Contractor shall pay a fine of \$2,500 each occurrence an ambulance is dispatched and the crew or dispatch fails to report and document an on-scene time or other data necessary for calculating response time or each time such data is unavailable in the CAD record.

Additionally, when the on-scene time cannot be provided for said emergency call, the response time for that call shall be deemed to have exceeded the required response time for the purposes of determining response time compliance area calculations. In order to rectify the failure to report an on-scene time and to avoid the penalty, the Contractor may demonstrate to the satisfaction of the EMS Agency an accurate on-scene time, however, the response would then be subject to response time penalty calculations.

- Accept penalties for failure to provide data necessary to determine response time compliance (on the form found in Form 5).

## 12. Performance report

Within 15 working days following the end of each month, the Contractor shall submit an electronic report that includes any proposed exemption requests for those calls that failed to meet response time standards. Following receipt of approval/denial of exemption requests from the EMS Agency, Contractor shall within 15 working days provide a written report to the EMS Agency, in a manner required by the EMS Agency, identifying each emergency call dispatched:

- which did not meet the designated response time standard;
- for which a BLS ambulance was used;
- for which an ambulance was requested and was not able to respond or respond within 20 minutes of request; and
- where report times necessary to determine response time, on-scene time, and transport time were not properly recorded

The Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems.

- Agree to provide monthly performance reports in the required format, including identifying emergency calls that did not meet response time standard, ALS staffing standard or the response time data requirement (on the form found in Form 5).
- Agree to identify causes of performance failures and document efforts to eliminate these problems (on the form found in Form 5).

## 13. Notification of regulatory actions

Within seven (7) business days of being notified, the Contractor shall notify the County of the initiation, finding, or resolution of any major regulatory actions or sanctions against the Contractor, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.

- Agree to notify the County of any major regulatory actions against the Contractor, as described (on the form found in Form 5).

## 14. Penalty assessment

The Contractor shall pay the County within 30 days of being invoiced for any penalties by County.

- Accept the penalty assessment procedure (on the form found in Form 5).

## 15. Penalty disputes

If the Contractor disputes the County's response time calculation, or the imposition of any other penalties, the Contractor may appeal to the EMS Agency in writing within ten working days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The Health Care Services Agency Director shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and

determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor within thirty working days of receipt of such requests. The decision of the Health Care Services Agency Director regarding such matters shall be final.

☞ Accept the penalty dispute procedure (on the form found in Form 5).

### **16. Bariatric ambulances**

Contractor shall maintain and provide at least one bariatric ambulance that is stationed in San Joaquin County. The bariatric ambulance shall be designed to provide safe, dignified transport of the morbidly obese patient. The bariatric ambulance shall have the capacity to accommodate a patient weighing up to 1500 pounds and shall include an extra wide stretcher, a ramp, and a bed winch. Contractor's personnel shall have training for the safe movement and transport of morbidly obese patients.

☞ Describe the Bidder's bariatric ambulance equipment and program, including specialized training, its availability for emergency responses, and integration with the emergency response plan.

### **17. Air ambulance/air rescue services**

The County reserves the right to allow air ambulance or air rescue services to operate in the County for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights and transportation within the Contractor's exclusive operating area. Prehospital utilization of such services is based upon EMS Agency policies and procedures. The Contractor shall comply with EMS Agency policies and procedures regarding the use of these services

☞ Agree to use air ambulance and air rescue services according to County policies (on the form found in Form 5).

### **18. Standbys:**

When requested by a public safety agency, the Contractor shall furnish standby coverage at emergency law enforcement or fire incidents within Zone X at the request of the on-scene Incident Commander (IC), if in the opinion of the IC, the situation poses significant potential danger to emergency personnel or to the general public. Such requests shall be reported monthly by the Contractor to the County and monitored for proper utilization and impact on response times. The County may relieve the Contractor of this requirement if the requests are deemed to be unduly burdensome or unnecessary.

☞ Agree to provide public safety standbys upon request (on the form found in Form 5).

### **19. Special events**

If the sponsor of a special event wants a dedicated standby emergency ambulance at the event, the Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.

Contractor shall not be precluded from performing other outside work, such as non-emergency medical transfers. Nothing herein shall excuse Contractor from satisfying its obligations under the terms of this Agreement.

☞ Acknowledge that the Contractor's provision of dedicated standby emergency ambulance service for a special event or non-emergency medical transfers does not excuse the Contractor from satisfying its obligations under the terms of its contract with the County (on the form found in Form 5).

### **20. Patient transportation and disposition**

Patient transportation and disposition will be according to the EMS Agency's policies and procedures.

☞ Agree to follow County Policies regarding patient transportation and disposition (on the form found in Form 5).

### **21. Dispatch operations**

Contractor shall provide emergency medical dispatch and 911 PSAP services necessary to receive and respond to requests for emergency and advanced life support ambulance services, as required by this RFP and as described in Contractor's proposal.

☞ Accept dispatch requirements (on the form found in Form 5).

☞ If the proposed dispatch system will not be implemented as of the start of the contract, describe any temporary system and the transition process toward implementation of the described system.

The Contractor shall provide a system for EMS dispatch meeting the National Academy of Emergency Dispatch Emergency Medical Dispatch standards and EMS Agency policies.

- Be approved by the State of California as a public safety answering point;
- Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points and from seven-digit telephone lines;
- Prioritize the urgency of the response;
- Dispatch appropriate EMS resources;
- Give post-dispatch and pre-arrival instructions to callers;
- Relay pertinent information to responding personnel;
- Monitor and track responding resources;

- Coordinate with public safety and EMS providers as needed;
- Provide required data: and
- Have a mechanism to alert dispatch personnel and responding ambulance personnel whenever an ambulance responding to an emergency call is stationary for more than thirty (30) seconds.

The Contractor's shall utilize a computer assisted dispatch (CAD) system that has the capability of:

- Assigning response resources based on the NAED assessment and EMS Agency Policy No. 3202 within identifiable jurisdictions (i.e., cities and fire districts);
- Providing a "snapshot" of the location and status of ambulances using GPS tracking for a selected time of day;
- Determining time intervals for different system status levels;
- Determining the estimated response time from any post or location to any emergency call location;
- Estimating response time to each response and recommend potential additional resources based on that time, in accordance with EMS Agency policy.
- Documenting the time at which transfer of patient care to the hospital occurred.

Contactor shall ensure that the CAD uses an up-to-date geographical database for addresses, streets, roads, and other geographical landmarks. Contactor shall have a process to update the CAD geographical database on a monthly basis with new or modified geographic data from the San Joaquin County Community Development Department Geographic Information Systems (GSI) Division and city planning departments.

The CAD software utilized by Contractor shall include security features preventing unauthorized access and full audit trail documentation.

**COMPETITIVE AREA:**

- Describe the proposed method of providing dispatch services.
- Identify at least one other EMS system in which the Bidder operates a dispatch center. Provide the following information about this center:
  - For whom does the center provide services?
  - How are public safety agencies and other ambulance services integrated into dispatch services?
  - What EMD priority dispatch system is used?
  - What capabilities does the CAD system have?
  - Is the center NAED accredited? If so, when was this achieved?
  - Provide contact information for three public safety organizations in the service area for the center.
  - Identify and provide contact information for the person responsible for management of the center and the person responsible for quality improvement at the center.
  - Identify the process used for identifying and correcting errors in the CAD system's geographical database. If tracked, include the number of failures per 10,000 incidents.

- Describe the CAD system to be used by Bidder showing how it meets these requirements.
- Describe the process to be used for maintaining the CAD system's geographical database including the process for identifying and correcting errors.

Dispatch process: When a request for service is received by the Contractor at its dispatch center, an appropriately trained EMD Dispatcher must answer that request promptly, must follow County approved EMD dispatch procedures, offer planned pre-arrival assistance (as appropriate) and must manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responder and EMS air transport provider agencies.

- Describe the process that the Bidder's dispatch center will use to meet these requirements.

Accreditation: The dispatch center shall receive, within twenty-four (24) months, and maintain designation as a center of excellence by the National Academy of Emergency Dispatch for emergency medical during the entire term of this agreement.

- Describe the Bidder's plan to attain NAED accreditation.

Staffing: The dispatch center shall be staffed with sufficient emergency medical dispatchers to accomplish the above functions.

- Describe the Bidder's proposed staffing plan for the dispatch center, including supervisory and management staff.

Dispatcher training: Each emergency medical dispatcher shall be certified in EMD by the National Academies of Emergency Dispatch (NAED) and achieve and continuously maintain accreditation as an EMS dispatcher in accordance with EMS Policy No. 2101 EMS Dispatcher Accreditation.

Each emergency medical dispatcher shall receive a minimum of 24 hours of continuing dispatch education (CDE) every two years, approved by the NAED.

- Describe the Bidder's training program for emergency medical dispatchers.
- Describe the Bidder's continuing education program for dispatchers.

Dispatch center management: Contractor shall have a full-time equivalent dispatch center director and a full-time equivalent dispatch center deputy director (or equivalent position).

- Provide the job description for the director and deputy director positions.

EMS Agency contact point: Contractor's dispatch center shall serve as a 24-hour contact point for the EMS Agency's duty officer and the Office of Emergency Services Region IV Regional Disaster Medical and Health Coordinator. Contractor agrees to assign a unique telephone number for this purpose and to answer this number as "San Joaquin County EMS Agency".

☞ Agree to serve as the 24-hour contact point for the EMS Agency (on the form found in Form 5).

Fire dispatch: Contractor shall be capable of, and willing to provide fire service dispatch and shall negotiate in good faith with fire service organizations in San Joaquin County regarding provision of dispatch services to these organizations.

If Contractor enters into an agreement with fire protection districts and/or city fire departments in San Joaquin County for the provision of dispatch services, the following shall apply:

- Contractor shall have a CAD system that is capable of tracking and dispatching fire resources.
- Contractor shall maintain a FTE staff person appropriately certified and qualified to perform and serve as a fire dispatch quality improvement coordinator to enhance provision of fire dispatch services.
- Contractor shall utilize the National Academy of Emergency Dispatch's fire dispatch protocol reference system.
- Contractor's dispatch center will be compliance with ISO Class II communication standards within twenty-four (24) months of start of contract.

If Contractor provides fire dispatch services Contractor's dispatch center shall receive within twenty-four (24) months and maintain designation as a center of excellence by the National Academy of Emergency Dispatch for fire dispatch during the entire term of this agreement.

☞ Agree to negotiate in good faith with fire service organization regarding the provision of fire dispatch services (on the form found in Form 5).

☞ Describe the following, as it relates to fire dispatch

- Dispatch process
- CAD system to be used
- Staffing
- Quality improvement process
- Oversight

☞ Describe the Bidder's plan to attain NAED fire dispatch accreditation and ISO compliance.

Other ambulance dispatch: Contractor shall be willing to provide ambulance dispatch services to and to negotiate in good faith with those providers of emergency ambulance service operating in Zones D, E, and F of San Joaquin County regarding provision of dispatch services to those providers.

☞ Agree to negotiate in good faith with providers of emergency ambulance service operating in Zones D, E, and F regarding the provision of dispatch services (on the form found in Form 5).

Priority dispatch system: The Contractor shall utilize the National Academy of Emergency Dispatch's medical dispatch protocol reference system, including:

- Systematized caller interrogation questions,
- Systematized dispatch life support instructions, and
- Systematized coding protocols that allow the agency to match the dispatcher's evaluation of the injury or illness severity with the vehicle response (emergency and/or non-emergency).

☞ Accept the requirement to utilize the National Academy of Emergency Dispatch's medical dispatch protocol reference system (on the form found in Form 5).

☞ Describe the Bidder's experience in using priority medical dispatch protocols.

Continuous quality improvement: The Contractor shall establish a continuous quality improvement (CQI) program for its dispatch center meeting the standards of NAED and EMS Agency policy. It shall address structural, resource, and/or protocol deficiencies as well as measure compliance to protocol standards through ongoing random case review for each emergency medical dispatcher.

☞ Describe the Bidder's CQI process as it relates to dispatch services.

Communications equipment:

The Contractor shall provide and maintain in good operating condition, communication equipment consistent with County policies and procedures. Such communications equipment shall be compatible with existing San Joaquin County equipment and be compliant with federal, state, and county communications requirements and remain so during the contract period.

The County has various developed radio towers and vaults throughout the County, which are linked via a microwave system. The County will make space on towers and vaults available to the Contractor on a space available basis, at cost.

☞ Accept communication equipment requirements (on the form found in Form 5).

☞ Describe the proposed method of providing communication among the Contractor's dispatch center, the Contractor's vehicles, acute-care hospitals, and public safety agencies.

☞ Identify the method by which the Contractor's personnel will be able to communicate with other emergency responders on scene.

☞ Identify frequencies that will be used and provide licenses or agreements for use of these frequencies.

Recordings: Contractor shall have capabilities for 24-hour, "real time" recordings of all incoming emergency telephone lines and radio frequencies. All radio and

telephone communications shall be recorded on digital recording medium and kept for a minimum of 180 days.

Contractor shall provide complete and accurate copies radio recordings and individual CAD records to the EMS Agency within two hours of request.

- Describe the Bidder's planned process for recording of telephone lines and radio frequencies. Include the Bidder's policy regarding retention of such recordings.
- Agree to provide dispatch recordings and individual CAD records to the EMS Agency within two hours of request (on the form found in Form 5).

Vehicle locator technologies: Contractor shall utilize vehicle locator technologies allowing dispatchers to visually identify the location of Contractor's San Joaquin County ambulance in the EMS system on a computer screen at all times, ensuring that the closest and most appropriate ambulance is dispatched to every call for emergency service.

- Describe the vehicle locator technologies to be used.

Continuity of operations plan: Contractor shall have a plan to provide for emergency and advanced life support ambulance dispatch during any period of primary dispatch center system failure. Contractor shall have a backup system in place to restore dispatch operations within five (5) minutes of failure of its primary dispatch center.

- Identify the continuity of operations plan and provide documentation of agreement from the operator of any other center involved.
- Provide the Bidder's policy/procedure regarding restoration of dispatch services

EMS Agency equipment: Contractor shall install and maintain a T1 or faster connection from the Contractor's CAD to the EMS Agency and provide a computer, printer, and CAD monitor at the EMS Agency, providing real-time viewing of deployed ambulance resources, active and pending incidents, and the ability to run reports.

The Contractor's CAD system shall include an interface allowing County access to raw data.

- Agree to install a dedicated T1 or faster connection and monitoring capabilities at the EMS Agency (on the form found in Form 5).
- Agree to provide an interface for access to raw data (on the form found in Form 5).

Stockton Fire Department CAD link: Contractor shall support at its cost a dedicated T1 or faster connection (CAD to CAD link) between its dispatch center and the fire dispatch center operated by the City of Stockton.

- Agree to provide a dedicated T1 CAD to CAD connection to SFD (on the form found in Form 5).

## 22. Equipment and supplies

### Ambulances and other vehicles

Contractors shall provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required.

The Contractor shall have sufficient vehicles to provide the level of service proposed, including ambulances, supervisor's vehicles, and any other necessary vehicle.

All ambulances used under the contract shall:

- Be of Type I, II, or III,
- Be procured new for this contract,
- Meet or exceed the current Federal KKK-A-1822 standards at the time of the vehicles' original manufacture, except where such standards conflict with State of California standards, in which case the State standards shall prevail.

All ambulances and supervisory vehicles exceeding 250,000 miles shall be removed from service and replaced with newly procured ambulances or vehicles.

The Contractor shall maintain, and provide to the County, a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the contract shall be reported to the County.

- Describe the Bidder's proposed fleet size (including primary and reserve vehicles) in relation to peak load coverage requirements and fleet standardization policies.
- Provide the Bidder's specifications for new vehicles to be purchased for this contract.
- List any specifications developed to improve reliability and any standard modifications to be made to new vehicles prior to placing them in service.
- Agree to replace all ambulances and supervisory vehicles exceeding 250,000 miles (on the form found in Form 5).
- Agree to complete, maintain, and continuously provide to County copies of this listing of ambulances and to report other changes (on the form found in Form 5).

## 23. Ambulance equipment and supplies

Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, State, and local requirements for ALS level ambulances, including the requirements of San Joaquin County EMS Agency policies and procedures.

Each ambulance shall be equipped in accordance with EMS Policy No. 4102 including the following equipment:

- A cardiac monitor/defibrillator capable of 12-lead transmission. This equipment shall be able to perform 12-lead ECG monitoring, defibrillation, external cardiac pacing, and cardioversion;
- Non-invasive blood pressure monitoring;
- End-tidal CO2 monitoring (capnography);
- pulse oximetry, and
- Temporal thermometer

All medical equipment shall be in good repair and safe working order at all times.

The Contractor shall have sufficient medical equipment so that there is sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

Contractor shall maintain, within the exclusive operating area, a surplus of all required supplies sufficient to sustain operations for a minimum of five (5) days

- Provide a detailed list of equipment and supplies, including quantities and brand names to be carried on each ambulance.
- Describe the required equipment (listed above) to be provided.
- Describe how equipment is selected for use and the procedures that ensure such equipment is properly maintained.
- Agree to maintain medical supply capacity meeting the requirement (on the form found in Form 5).

## **24. Radio Communications**

The Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with the Contractor's dispatch center, base hospitals, other hospitals, fire agencies, and public safety agencies.

Each ambulance shall be equipped at a minimum with:

- VHF and UHF mobile radio in the driver's compartment allowing staff to communicate with dispatch, hospitals, and other responding units and agencies;
- UHF control head, microphone and speaker installed in the patient compartment allowing the attending paramedic to communicate with the base and receiving hospitals.
- Alerting device(s) to notify ambulance personnel of response need.

VHF and UHF mobile radio communications equipment must have at least 50 watt minimum power output and be sufficient to meet or exceed the requirements of County policies and procedures.

Contractor shall provide technology that allows ambulance crews to immediately mark on-scene time using push button technology connected to the contractor's computerized dispatch system.

- Describe the ambulance emergency communication and alerting devices to be used.
- Describe the technology equipment to be provided.

## **25. Non-transporting responder agencies relationships**

Equipment exchange: Contractor shall have a mechanism to restock expendable medical supplies used by rural BLS non-transport emergency medical responder units when patient care is assumed by the Contractor's personnel.

Personnel return: Contractor agrees to return rural non-transport emergency medical responder personnel who accompany the ambulance crew during transport, to their regular duty station at the earliest possible time following the transfer of patient care after transport. Alternative transportation, such as a taxi or Supervisor, will be provided when necessary

- Describe the organization's planned mechanism for exchange with non-transport emergency medical responder agencies.
- Agree to return rural non-transport emergency medical responder personnel (on the form found in Form 5).

## **26. Receiving hospital relationships**

Contractor will provide receiving hospitals with access to and training in the Contractor's electronic prehospital care report system, allowing for the receipt of the completed patient care record (PCR) which has been transmitted after transfer of patient care to the hospital using a secure connection.

- Describe the Contractor's process for completion and transmission of PCRs to receiving hospitals and providing receiving hospitals with access to and training in the Contractor's electronic PCR report system.
- Agree to provide access and training to receiving hospitals (on the form found in Form 5).

## **27. Controlled Substances**

The Contractor shall have controlled substance policies and procedures, consistent with Drug Enforcement Administration (DEA) requirements and LEMSA policies, to govern the storage, inventory, accountability, restocking, and procurement of controlled drugs and substances permitted by the County to be carried and utilized in the provisions of ALS by paramedics.

The EMS Agency Medical Director shall approve all controlled substance policies and procedures of Contractor.

Any incident of non-compliance with controlled substance policies and procedures shall be reported immediately to the LEMSA.

- Describe the Bidder's policy and procedures regarding controlled substances. Include copies of the Bidder's policies.
- Agree to report any non-compliance to the EMS Agency (on the form found in Form 5).

## **28. Vehicle maintenance program**

The Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency service.

The Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Interior and exterior appearance of vehicles shall be excellent. The Contractor shall remove damaged ambulances from service and, in a timely manner, repair all damage to ambulances with any deficiency that compromises, or may compromise, its performance.

Contractor shall routinely clean and disinfect patient areas following each patient transport. In addition, contractor shall regularly clean and decontaminate patient areas of each ambulances using a disinfecting fogger (e.g., Zimek Rapid Decontamination System) or equivalent process.

Records of vehicle maintenance shall be submitted to the County within five (5) business days of request.

- Describe the bidder's proposed maintenance program, including locations of maintenance services.
- Describe proposed automated or manual maintenance program record keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
- Document the Bidder's previous three-year vehicle failure rate including units in route, at scene, or with a patient on board.
- Describe the Bidder's proposed policies regarding timing of equipment replacement and maintenance incentive programs.
- Submit qualifications of maintenance personnel to be utilized, including maintenance program managers.
- Describe the bidder's policies and procedures for maintaining the working condition of its ambulances.
- Describe the bidder's policies and procedures for cleaning and disinfecting its ambulances.

Maintenance records: Records of vehicle maintenance shall be submitted to the County within five (5) business days of request.

- Agree to complete, maintain, and provide on request to County copies of equipment failure reports (on the form found in Form 5).
- Agree to complete, maintain, and upon request, make available to the County within five (5) business days of request, copies of equipment and vehicle maintenance reports (on the form found in Form 5).

Penalty for mechanical failure: The Contractor shall pay a fine of \$5,000 per each preventable mechanical failure in route to or while transporting a patient from an emergency call.

- Accept penalty for preventable mechanical failures (on the form found in Form 5).

## **29. Disaster preparedness**

Disaster plan: The Contractor shall have a plan for the recall of off-duty personnel to staff ambulances and provide manpower during multi-casualty incidents or declared disasters. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.

- Describe the Bidder's plan/policies for recalling personnel to staff additional vehicles during a multi-casualty incident or disaster.

Incident command: At the scene of an MCI the Contractor's personnel shall perform in accordance with the EMS Agency policies and procedures, including EMS Policy No. 5001, and participate in the Incident Command System (ICS) structure and in accordance with the requirements of the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS).

- Describe the Bidder's mechanism for ensuring that all personnel are trained and prepared to assume responsibilities during an MCI in accordance with the County's MCI Plan, ICS and SEMS.
- Agree that the Bidder's personnel will operate within the ICS structure as specified in EMS Agency policies (on the form found in Form 5).

Mutual aid/automatic aid: Consistent with EMS Agency policy, Contractor shall render immediate "automatic aid" and "mutual aid" to those providers of emergency ambulance service operating in Zones D, E, and F of San Joaquin County in order to insure that timely emergency medical services are rendered to persons in need of such services within those areas.

To the extent that the Contractor has units available, but consistent with its primary responsibility to provide emergency ambulance and ALS services in Zone X, the Contractor, with County approval, may provide mutual aid outside of San Joaquin County. Contractor shall not respond to requests for mutual aid outside of San Joaquin County without authorization of the EMS Agency.

- Agree to provide mutual aid as required, consistent with its primary responsibility to provide emergency ambulance and ALS services in Zone X (on the form found in Form 5).
- Agree to provide out-of-county mutual aid, as needed and to not respond to requests for mutual aid outside of San Joaquin County without authorization of the EMS Agency (on the form found in Form 5).

Disaster planning: The Contractor shall actively participate with the County in medical disaster preparedness activities. The Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the County and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any EMS Agency approved disaster exercise in which the County disaster plan/multi-casualty incident plan is exercised.

- Agree to actively participate with the County in disaster planning (on the form found in Form 5).
- Agree to designate a representative to regularly attend meetings and be the liaison for disaster activities (on the form found in Form 5).
- Agree to provide field personnel and transport resources for participation in EMS Agency approved exercises and drills (on the form found in Form 5).

### **30. System committee participation**

The Contractor shall designate appropriate personnel to participate in committees identified by the EMS Agency as having an impact on emergency medical services for the County.

- Agree to participate in the appropriate County EMS committees and related subcommittees (on the form found in Form 5).

## **4.3 PERSONNEL SECTION**

### **1. Clinical and staffing standards**

The Contractor's provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, County ordinances, and EMS Agency policies, procedures and protocols.

The Contractor shall be held accountable for its employees' licensure, performance and actions.

All persons employed by the Contractor in the performance of work under this RFP shall be competent, highly skilled, and shall hold appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession.

- Describe the Bidder's process for ensuring that all persons employed by the Contractor in the performance of work under this RFP shall be competent, highly

skilled, and shall hold appropriate and currently valid certificates/licenses/ accreditations in their respective trade or profession.

## **2. Ambulance staffing**

The Contractor shall, at all times, staff each ambulance with at least one person licensed in the State of California and accredited in San Joaquin County paramedic (EMT-P) and one person licensed and accredited as an EMT-P or certified as an EMT-I within the State of California in accordance with EMS Agency policies.

All patients transported from incidents defined in Section 1.2 shall be attended to by a Contractor EMT-P regardless of the level of care (BLS, LALS, or ALS) needed during transport to the hospital or while awaiting transfer of care at the receiving hospital. A County authorized EMT-P intern may attend to the patient while under the direct and immediate supervision of the Contractor's EMT-P who has been approved as a paramedic preceptor by the EMS Agency.

The Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified; licensed and/or accredited.

Field personnel with bilingual skills reflecting the diversity of languages spoken in San Joaquin County are highly valued.

- Describe the Bidder's mechanism for ensuring that ambulance-staffing standards shall be met.
- Agree that all patients will be attended to by a Contractor EMT-P (on the form found in Form 5).
- Describe the Bidder's recruitment, hiring and retention system.
- Describe the method by which bilingual personnel will be recruited and hired.

## **3. Penalties for failure to meet ambulance staffing or clinical standards**

The Contractor shall pay a fine of \$5,000 whenever an ambulance, not staffed as required, responds to an emergency call. Within 72 hours of discovery, the Contractor shall provide the County with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

- Accept penalties for failure to meet ambulance staffing and clinical standards (on the form found in Form 5).
- Agree to report any failure to meet ambulance staffing and clinical standards as required by the County (on the form found in Form 5).

## **4. ALS Expanded Scope of Practice**

Paramedics accredited by the San Joaquin County EMS Agency must complete training in expanded scope of practice skills and medications listed in the EMS Agency Policy No. 2560. Contractor shall have a process to conduct expanded scope of practice training of new personnel and regularly evaluate its employees'

ability to effectively perform and administer expanded scope of practice skills and medications.

➤ Describe the Bidder's process to conduct expanded scope of practice training of new personnel and regularly evaluate new and current employees ability's to perform same.

### **5. ALS skills refresher**

The EMS Agency's Continuous Quality Improvement Council (CQI Council) will, at least annually, identify ALS skills to be refreshed by all paramedics. A minimum of four hours each quarter shall be allocated for each paramedic to refresh ALS skills identified by the CQI Council. The Contractor shall be responsible for ensuring that its paramedic personnel complete this training and any other refresher training recommended by the CQI Council and required by the EMS Agency's medical director.

➤ Describe the mechanism for ensuring that paramedic personnel meet requirements ALS skills refresher or other EMS Agency mandatory training.

### **6. Physical fitness standards**

The Contractor shall have a program, including pre-hire testing, annual testing, and remediation for those who fail the annual test, and dismissal for failure to remediate, to ensure that all field personnel, including field supervisors, are physically able to perform their duties in a safe and effective manner. At a minimum Contractor's field personnel shall be able to:

- lift and carry 70 lbs. of equipment up and down six flights of stairs
- drag a 165 lb. dummy 15 feet
- unload/reload a 165 lb. stretcher in and out of an ambulance.

Bidders are encouraged to meet or exceed the recommendations for emergency medical service practitioners, produced by the American Council on Exercise for the National Association of Emergency Medical Technicians (2012).

➤ Describe the Bidder's standards for physical fitness.

➤ Describe the bidder's pre-employment and on-going physical fitness/physical ability evaluation processes including remediation processes and consequences for an employee's failure to remediate.

### **7. Orientation of new personnel**

The Contractor shall ensure that field personnel are properly oriented before being assigned to work in the EMS system. The orientation shall include, at a minimum:

- an overview of the San Joaquin County EMS system;
- EMS policies and procedures including patient destination, trauma triage, and patient treatment;
- radio communications with and between the ambulance, base hospital, receiving hospitals, and dispatch center;

- map reading skills, including key landmarks, routes to hospitals and other major receiving facilities;
- emergency response areas within the County and in surrounding areas; and
- ambulance equipment utilization and maintenance, in addition to the Contractor's policies and procedures.

Contractor shall be responsible for providing the pre-accreditation field evaluation phase of the County paramedic accreditation process for its personnel.

- Describe the Bidder's orientation program for field personnel.
- Describe the Bidder's process for providing pre-accreditation field evaluation.

### **8. In-service training and prospective evaluation**

The Contractor shall have processes for ensuring personnel are prepared to perform the services required by this RFP including but not limited to:

- A process, to train EMT personnel to assist the EMT-P in the provision of advanced life support patient care.
- A process designed to teach, assess, and ensure each employee's mastery of EMS Agency policies and procedures.
- A process to teach, assess and improve patient care documentation.
- A process of on-going leadership training and employee development for all supervisors and program leaders.

- Describe the Bidder's in-service training and prospective evaluation processes.

### **9. Driver-training**

The Contractor shall maintain an on-going driver-training program for ambulance personnel.

- Describe the Bidder's driver-training program.

### **10. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and EMS Policy No. 5102 Patient Privacy**

The Contractor shall ensure that patients' privacy and confidentiality shall be protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy including EMS Policy No. 5102. Contractor's employees shall not disclose patient medical information to unauthorized persons or entities.

- Describe the Bidder's policy and training program regarding patient privacy and confidentiality.

### **11. Professionalism and courtesy**

The conduct and appearance of the Contractor's personnel must be professional and courteous at all times.

➤ Provide a copy of the Bidder's standards regarding professionalism and courtesy.

## 12. Preparation for multi-patient response

The Contractor shall ensure that all ambulance personnel and supervisory staff are trained and prepared to assume their respective roles and responsibilities under the San Joaquin County Multi-Casualty Medical Incident (MCI) and disaster plans, including

- Ambulance strike team leader training (field supervisors, and alternate field supervisors);
- ICS-100 or ICS-100.b training;
- ICS-200 or ICS-200.b training;
- ICS-300 training (supervisory personnel);
- IS-700.a training;
- IS-800.b training (supervisory personnel);
- County-approved MCI training course; and
- Hazardous materials first responder awareness (FRA) training;
- Hazardous materials first responder operations (FRO) training (supervisory personnel).

➤ Describe the Bidder's mechanism for ensuring that all personnel are trained and prepared to assume responsibilities during an MCI in accordance with the County's MCI Plan, ICS and SEMS.

## 13. Management and supervision

The Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. The Contractor shall provide at least two field supervisors 24 hours per day, working 12 hour shifts and shall provide an additional field supervisor 12 hours per day during peak demand times. There shall be one (1) Field Supervisor on duty within the exclusive operating area at all times, with one (1) Field Supervisor dedicated exclusively to the Greater Stockton area. Field Supervisors shall not be regularly tasked or assigned to perform administrative duties except for filling immediate scheduling needs due to call offs, personnel calling in sick calls, or other immediate staffing issues. Field Supervisors shall serve as a resource for crews and primarily focus on the oversight of field operations, system status management, ambulance availability, multi-casualty incident management, and other operational concerns. Field Supervisors shall be currently licensed as paramedics with current accreditation by the San Joaquin County EMS Agency.

In addition to responding to the needs of the Contractor's personnel, Field Supervisors shall immediately respond to any request by the County or public safety personnel from within Zone X and shall be authorized to act on behalf of the Contractor.

➤ Describe the management/supervisory structure that will be used to administer/oversee emergency ambulance services.

## 14. Identification

Contractor shall issue to all ambulance staff and field interns a photo identification card, approved by County. Contractor shall ensure that all on-duty ambulance personnel, field interns and observers have in their possession a valid Contractor photo identification card

☞ Agree to provide County approved photo identification cards to all ambulance staff and field interns (on the form found in Form 5).

## 15. Working conditions for ambulance personnel

### Work schedules and conditions

The Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. The Contractor shall ensure that ambulance personnel working extended shifts, part-time jobs, and/or voluntary or mandatory overtime are not fatigued to an extent that might impair their judgment or motor skills. Contractor shall prohibit field personnel from working more than 16 consecutive hours without a minimum of an 8 hour break. This scheduling restriction may be waived by the EMS Agency during times of extraordinary demand.

Contractor shall establish a fatigue policy, approved by the County, which shall include the prohibition of Contractor's ambulance personnel sleeping on duty while at post or while participating in the SSM plan unless specifically authorized by the EMS Agency Duty Officer. The Contractor shall demonstrate that these personnel are provided sufficient rest periods to ensure that personnel remain alert and well rested during work periods.

☞ Describe Contractor's strategy for establishing work schedules for ambulance personnel.

☞ Describe work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.

☞ Describe (and provide a copy of) the Contractor's fatigue policy.

New employee recruitment and screening process: The Contractor shall operate a comprehensive program of personnel recruitment and screening designed to attract and select field personnel to include a pre-hiring assessment of an individual's knowledge, skills, and physical fitness.

☞ Describe the Bidder's personnel recruitment and screening process.

Treatment of incumbent workers: If a new provider is the successful bidder, the Contractor shall provide a reasonable opportunity for the employees of the current provider to seek employment with the Contractor. The Contractor shall not interfere with the ability of the current contract holder to provide services, including holding job fairs or recruitments that would entice the incumbent workforce to abandon shifts.

➤ Describe the Bidder's process to offer jobs to employees of the incumbent.

## 16. Safety and Infection Control

Contractor shall provide personnel with training, equipment, and immunizations necessary to ensure protection from illness or injury when in the scope of their employment.

The Contractor shall have a County approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.

Contractor shall notify the County within five (5) business days of any Cal/OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against Contractor's San Joaquin County operations.

Contractor shall, upon request, furnish documentation satisfactory to County's Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

- Describe the bidder's programs for occupational health and safety.
- Describe the Bidder's safety and infection training and equipment.
- Describe the Bidder's communicable disease control and safety policies and procedures.
- Provide a copy of the Bidder's policies regarding safety and infection, including provision of immunizations.
- Agree to report any Cal/OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings within five (5) business days (on the form found in Form 5).
- Agree to furnish, upon request, documentation satisfactory to County's Health Officer, of the absence of tuberculosis disease for any employee or volunteer (on the form found in Form 5).

## 17. Employee assistance program

The nature of work in emergency medical services may produce stress in pre-hospital care personnel. The Contractor shall maintain an employee assistance program (EAP) for its employees.

➤ Describe the Bidder's EAP.

#### **4.4 QUALITY/PERFORMANCE SECTION**

##### **1. Clinical excellence and quality improvement (QI)**

The Contractor shall, throughout its organization strive for clinical excellence. This includes, but is not limited to:

- Clinical care and patient outcome
- Skills maintenance/competency
- Mastery of EMS Agency policies and procedures
- Patient care and incident documentation
- Evaluation and remediation of field and dispatch personnel
- Measurable performance standards
- The Contractor's ability to implement and operationalize its QI plan

Services and care delivered must be evaluated by the Contractor's internal quality improvement program, and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical performance, to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of Contractor's services. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. If the Contractor fails to perform to the Agreement standards, Contractor may be found to be in major breach of their contract and promptly replaced in order to protect the public health and safety

The Contractor shall have a process to remediate and terminate prehospital care personnel for failure to meet clinical excellence standards.

The Contractor shall establish a comprehensive emergency medical services system quality improvement (QI) program meeting the requirements of Section 100402, Title 22, California Code of Regulations (EMS System Quality Improvement) and the California EMS System Quality Improvement Guidelines EMS Policy No. 6620.

The program shall be designed to interface with the County's quality management program, including participation in system related quality improvement activities. The program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer service practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.

Desirable features for the QI program shall include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to

study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education.

The Contractor's QI program shall be capable of identifying significant clinical errors and deviations from EMS Agency policy and initiating corrective action to prevent future occurrences in a time appropriate manner.

The Contractor shall participate in the EMS Agency's QI program and make available all relevant records for program monitoring and evaluation.

**COMPETITIVE AREA:**

- Describe the Bidder's standards for clinical excellence and how it plans to achieve such excellence throughout its organization.
- Describe the Bidder's process for monitoring and measuring clinical excellence.
- Describe the Bidder's evaluation processes aimed at achieving clinical excellence, including remediation processes and consequences for failure to remediate.
- Accept the requirement to conduct an effective internal quality improvement program and the penalty for failure to meet this requirement.
- Agree to maintain a process to remediate and terminate prehospital care personnel for failure to meet clinical excellence standards (on the form found in Form 5).
- Describe the Bidder's QI plan, including training for personnel (NOTE: This plan, including any future revisions, is subject to the County's review and approval).
- Agree to participate in the EMS Agency's QI program and make available all relevant records required for program monitoring and evaluation (on the form found in Form 5).

**2. Quality improvement plan evaluation**

Contractor shall:

- Review its QI plan annually for appropriateness to the Contractor's operation and revise as needed.
- Provide the County with an annual report and a revised QI plan. The annual report shall include all evaluation metrics, corrective actions, and performance improvement plans implemented during the preceding 12 months.
- Submit monthly and quarterly QI reports as required by the CQI Council and EMS Agency policy.
- Develop an individual or system performance improvement plan (PIP) when the QI program identifies a need for improvement. If the area identified as needing improvement includes clinical performance or adherence to EMS Agency policy, collaboration with and approval from the EMS Agency medical director or his/her designee is required.

- Agree to develop and implement a written QI plan (on the form found in Form 5).
- Agree to review its QI plan annually (on the form found in Form 5).
- Agree to provide the County with an annual report and a revised QI plan (on the form found in Form 5).
- Agree to develop, in cooperation with the EMS Agency, a performance improvement plan when the QI process identifies a need for improvement (on the form found in Form 5).
- Agree to submit QI reports are required by this RFP and the EMS Agency (on the form found in Form 5).

### **3. Dispatch quality**

As it relates to its dispatch operation, Contractor's QI program shall meet the standards described in the National Academy of Emergency Dispatch standards. It shall address structural, resource, and/or protocol deficiencies as well as measure compliance to minimum protocol compliance standards as established by the EMS Agency medical director through ongoing random case review for each emergency medical dispatcher.

- Describe the Bidder's dispatch QI program.

### **4. Clinical/QI Coordinator**

Contractor shall employ a full-time Clinical/QI Coordinator to plan and direct clinical quality improvement activities designed to ensure continuous delivery of clinical excellence consistent with established standards. Minimum qualifications shall include:

- Education – graduation from an accredited four-year college or university with a major in nursing, health, epidemiology, statistics, business or public administration or related field.
- Experience – Three years of experience in EMS administration, prehospital QI, hospital standards and compliance, emergency or trauma center QI.
- Substitution – A master's degree in a field of study identified above may substitute for one year of experience.
- License – Possession of a registered nurse license (preferred) or paramedic license from the State of California.

- Provide a copy of the job description for the Clinical/QI Coordinator.
- If a Clinical/QI Coordinator has already been selected, provide a copy of this individual's CV. If not, describe the process by which a Clinical/QI Coordinator will be recruited.

### **5. Inquiries and complaints**

The Contractor shall respond to County inquiries about service and/or complaints within one business day of notification

The Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

- Describe the Bidder's inquiry and complaint management system. Include cycle times for in-process measures (i.e., length of time from initial call to time of contacting complainant, etc.).
- Agree to respond to County inquiries about service and/or complaints within one business day (on the form found in Form 5).
- Agree to complete, maintain, and provide monthly to County, a complete listing of all service complaints received and their disposition/resolute (on the form found in Form 5).

## 6. Unusual Occurrences and Complaints

The Contractor shall notify the County of all incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements.

The Contractor shall complete an incident, sentinel event, or unusual occurrence report within the time frame required by EMS Agency policies. Contractor shall agree to cooperate fully with the EMS Agency in the investigation of any incident, sentinel event, or unusual occurrence.

- Describe or provide the Bidder's unusual occurrences and complaints reporting and tracking policy and procedures.
- Agree to cooperate fully with the EMS Agency in the investigation of any incident, sentinel event, or unusual occurrence (on the form found in Form 5).

## 7. Accreditation

Contractor shall receive, within twenty-four (24) months, accreditation by the Commission on the Accreditation of Ambulance Services for its San Joaquin County operation and shall maintain this accreditation during the term of this Agreement. Failure to maintain accreditation may be considered a major breach.

- Describe the Bidder's plan to attain CAAS accreditation.

## 8. County contract monitoring costs

The Contractor shall contribute to the funding of EMS Agency staff for monitoring contract compliance, evaluating the EMS system, and data and health information management, as shown in Section 5.9.

- Agree to pay the annual fees specified in Section 5.9 (on the form found in Form 5).

## 4.5 DATA AND REPORTING SECTION

### 1. Electronic Patient Care Record system

Contractor shall utilize an electronic patient care report (ePCR) system that is National EMS Information System (NEMSIS) compliant and HL7 compatible, and approved by the EMS Agency for patient documentation on all patient contacts including non-transport. An ePCR shall be accurately completed by Contractor's personnel to include all county-prescribed data, and all such information shall be submitted and distributed according to EMS Agency policy. The Contractor shall transmit an ePCR to the receiving hospital within 30 minutes of transferring patient care to the receiving hospital using a secure connection. Alternatively, Contractor shall provide the receiving hospital with access to its ePCR system with the ePCR being completed within 30 minutes of transferring patient care to the receiving hospital.

The Contractor's ePCR system shall allow for the timely transmission of required data elements to the EMS Agency in a digital format that allows direct import into the EMS Agency's database in order to allow full countywide integration of ePCR and CAD data.

The Contractor's ePCR system must be capable of capturing and accurately reporting the California EMS Authority's Core Measures.

The Contractor's ePCR system shall be compatible with both NEMSIS and EMS Policy No. 6301. Any discrepancy between NEMSIS and EMS Agency policy shall be resolved in favor of compliance with EMS Agency policy. The EMS Agency shall have sole discretion to determine whether Contractor complies with EMS Agency policy.

Contractor will provide the EMS Agency with access to and training in Contractor's ePCR system.

- Describe the Bidder's planned ePCR system.
- Describe the process for transmitting or providing ePCR system access to receiving hospitals.
- Provide, in a digital format, three months of NEMSIS compliant data for any current operation.
- Provide a written report for the California EMS Authority's Core Measures for the same three month time period and operation.
- Agree to complete, maintain, and continuously provide to the County required data (on the form found in Form 5).
- Agree to use an ePCR system that is in compliance EMS Policy No. 6301 (on the form found in Form 5).
- Agree to provide the EMS Agency with access to and training in Bidder's ePCR system (on the form found in Form 5).

## 2. Data use and reporting responsibilities

The Contractor shall submit, in a timely manner, reports, which are supported by documentation or other verifiable information, as required by the County.

Contractor will submit required data elements in an electronic format acceptable to the County.

The Contractor shall provide computer aided dispatch (CAD) data to the County, in an electronic format acceptable to the County, on a monthly basis. Computer aided dispatch data will include, at a minimum, records for all emergency and inter-facility ambulance requests received at the Contractor's dispatch center. Each computer aided dispatch record submitted to the County shall, as a minimum, contain the data fields required by EMS Agency policies and procedures as shown in Attachment 6.

- Agree to submit reports and supporting documentation to the County in a timely manner (on the form found in Form 5).
- Agree to submit required data elements in an electronic format acceptable to the County (on the form found in Form 5).
- Agree to complete, maintain, and continuously provide to the County copies of dispatch center CAD records (on the form found in Form 5).

## 3. Personnel records

The Contractor shall maintain current records related to EMT, EMT-P, and EMD licensing, accreditation, certification, and continuing education.

- Upon request, the Contractor shall provide the County with a list of EMTs currently employed by the Contractor. Information shall include, but not be limited to, name and EMT-I certification number.
- Upon request, the Contractor shall provide the County with a list of EMT-Ps currently employed by the Contractor. Information shall include, but not be limited to, name and EMT-P license number.
- Upon request, the Contractor shall provide the County with a list of Emergency Medical Dispatchers currently employed by the Contractor or by any dispatch agency utilized by the Contractor to meet the requirements of this RFP. Information shall include, but not be limited to, name and certification number.

- Agree to complete, maintain, and provide to the County upon request copies of current records related to EMT-I, EMT-P, and EMD licensing, accreditation, certification, and continuing education (on the form found in Form 5).
- Agree to complete, maintain, and (subject to employee privacy rights) upon request, make available to the County within five (5) business days of request, copies of personnel records, including current licensure and certification (on the form found in Form 5).

#### 4. Prehospital care reports and penalties

The penalty for failure of the Contractor to complete a patient care record and make the PCR available to or transmit the ePCR to the receiving hospital within 30 minutes of transferring patient care to the receiving hospital is \$100 per occurrence.

☞ Accept the ePCR penalties (on the form found in Form 5).

#### 5. Audits and inspections

The Contractor shall retain and make available for inspection by the County during the term of the contract and for at least a three-year period from expiration of the contract all documents and records required and described herein.

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives, including EMS Agency representatives and the EMS Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for EMS Agency examination and audit, all contracts (including labor agreements), invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by the contract.

County may at any time, without interfering with emergency operations conduct an announced or unannounced inspection of Contractor's ambulances, supervisor's vehicles, maintenance and supply facilities, and dispatch center.

County representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship.

The County's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.

☞ Agree to audits and inspections required by the County (on the form found in Form 5).

### 4.6 FINANCIAL AND ADMINISTRATIVE SECTION

#### 1. Efficiency and operating margin

The efficiency of the provider is a factor in the selection of an ambulance contractor. The County accepts that the proposal should be structured to provide the Bidder with a fair rate of return on its investment in providing the services. However, the County will consider the anticipated operating margin and cost per unit hour when ranking proposals.

**COMPETITIVE AREA:**

➤ Bidders must complete and submit both paper and Microsoft Excel versions of the spreadsheet template which will be provided by the County. The spreadsheet template is designed to calculate the bidders' cost per unit hour of service which will be used to compare the efficiency of bidders and each bidder's anticipated operating margin.

**2. Budget**

To fulfill this requirement, the bidder shall provide complete information on the full costs of its proposed service. Information shall include the bidder's operational budgets for each year of the first three years of operation. Additionally, the bidder shall provide complete information on its projected revenue from ambulance service billing and any other revenue sources for each of the first three years. If revenue from ambulance service billing does not cover costs of operations, the bidder shall document its projected source of revenue to offset such loss and shall detail the bidder's projected timeframe to recoup losses. The bidder shall bid new ambulances and equipment.

"Full Cost" shall mean all costs attributable to the provision of service.

➤ Submit a completed "Proposed Operating Budget" (found in Form 10 of this RFP), for each of the first three years of the contract.

➤ The submitted budgets should identify any budgetary assumptions that impact the projected revenues, including payer mix, charges, collection practices, staffing patterns, and labor costs. The Bidder should ensure that any such assumptions comply with information submitted elsewhere in its proposal.

**NOTE: The budget must demonstrate that the Bidder's proposed charges are sufficient to provide the level of services that are proposed. Any attempt to "underbid" that shows insufficient revenues will be considered non-responsive and the County may disqualify the proposal.**

**3. Personnel costs**

The County expects the Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. The County encourages the Contractor to establish creative programs that result in successful recruitment and retention of personnel. The Contractor shall demonstrate, initially and throughout the term of the contract, that the compensation program provides the incentive to attract and retain skilled and motivated employees.

➤ Include a copy of personnel compensation/fringe benefits package for EMTs, paramedics, and dispatchers in this proposal.

➤ Submit completed copies of Compensation Package—Form 7, Form 8, and Form 9 of this RFP.

#### **4. Proposed ambulance charges**

As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.

The County's current rate structure is shown in Attachment 5. Proposed cost increases will be carefully scrutinized relative to increased value.

The rates, and any formula for adjusting rates, approved at time of contract execution shall remain in effect for the term of the initial contract.

- Submit the completed form "Proposed Ambulance Rates" (found in Form 11 of this RFP).
- Submit the completed form "Charge Scenarios" (found in Form 12 of this RFP).
- Agree that the rates submitted by the Bidder will remain in effect for the term of the initial contract, with increases agreed to at the time of the contract (on the form found in Form 5).
- Describe the Bidder's proposed method for determining the annual rate increase, if any. This might include a set annual increase or a tie to an objective standard such as a consumer price index.

#### **5. Medicare and Medi-Cal**

Contractor shall accept Medicare and Medi-Cal assignment.

- Agree to accept Medicare and Medi-Cal assignment (on the form found in Form 5).

#### **6. Medical Assistance Program and Correctional Health Services**

Contractor shall accept reimbursement at Medi-Cal rates for all transports of patients enrolled in the County's Medical Assistance Program (MAP) and for all inmates and jail detainees for whom the County is financially responsible.

- Agree to accept reimbursement at Medi-Cal rates for all transports of patients enrolled in the County's Medical Assistance Program (MAP) and for all inmates and jail detainees for whom the County is financially responsible (on the form found in Form 5).

#### **7. Compassionate care policy**

Contractor shall establish and maintain a compassionate care policy to remove the financial burden of ambulance transport for qualified patients, as approved by the Contract Administrator.

- Describe the Bidder's compassionate care program including customer eligibility criteria.

#### **8. Performance security**

The Contractor shall obtain, prior to commencement of operations, and maintain throughout the term of the contract, performance security. This performance security shall include all of the following:

- A performance bond in the amount equal to six months of gross operating expense, as describe by the Bidder in its proposal. The performance bond shall be issued by an admitted surety licensed in the State of California and acceptable to the County. The language of such performance bond shall recognize and accept the contract requirement for immediate release of funds to the County upon determination by the County that the Contractor is in major breach of the Contract or County Ordinance and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the County.

The performance bond furnished by the Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon 30 calendar days written notice to the County of the intention to cancel said bond or letter of credit. The Contractor shall, not later than 20 days following the commencement of the 30-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, the Contractor shall provide replacement security acceptable to the County within 20 days of such occurrence.

- Grant a first priority lien in favor of the County in all equipment, including vehicles, and supplies required to perform its obligations under its agreement with San Joaquin County and allowing County to physically hold the titles (“pink slips”) to all vehicles.
- In the event that Contractor occupies any space that serves its San Joaquin County contract, including but not limited to ambulance stations, maintenance facilities, and its dispatch center, through a lease or other contract with a third party, the Contractor will use its best efforts to include a provision in its lease or other contract with a third party that shall allow the County or the County's designee (as an intended third party beneficiary) to assume the rights and obligations of the Contractor upon written notice by the County to the third party. The County's obligations under the lease or other contract shall be limited to only those obligations which accrue during the period the County shall assume the rights and obligations of Contractor. After assuming the lease or other contract, the County shall have the right to assign the lease or other contract to its designee or to terminate the lease or other contract. In either case, the County shall have no liability to the third party for obligations which accrue following the County's assignment of the lease or other contract to the County's designee or upon the County's termination of the lease or other contract.

The County, from time to time, may request that Contractor execute and record, at the sole cost and expense of Contractor, such additional security agreements and financing statements reasonably required in order to protect the County's security interest granted by Contractor in all equipment and supplies. If Contractor fails to execute any additional security agreements and financing statements within thirty (30) days of the County's written request, the County may without waving any other rights or remedies, exercise its rights as holder of the performance bond under this section.

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

☞ Accept the requirements for performance security (on the form found in Form 5).

## 9. Takeover

In addition to all other rights and remedies of the County, the County as the secured party shall have the right to take possession of the equipment and supplies for the purpose of providing ambulance services within San Joaquin County until such time as the County can contract with another provider of ambulance services. County may also elect to sell some of the equipment and supplies and utilize these funds for the purpose of ensuring continuation of ambulance services in the county.

In addition, if the County determines that a major breach has occurred, and if the nature of the breach is, in the County's opinion, such that public health and safety are endangered, and after the Contractor has been given notice and reasonable opportunity to correct such deficiency, the Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/ replacement which shall be effected within 72 hours after a finding of major breach by County, in accordance with Section 5.16.

☞ Accept the takeover requirements (on the form found in Form 5).

## 10. Insurance

The Contractor, at its sole cost and expense, shall obtain maintain, and comply with all County insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to County Counsel and County Risk Management and shall be primary coverage as respects County.

### Types of Insurance and Minimum Limits

A. General Liability. The Contractor shall obtain and keep in force during the term of the contract general liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program in the amount of not less than \$2 million for combined single limit bodily injury and property damage with a \$6 million umbrella policy, including coverage for (a) bodily injury, (b) personal injury (c) broad form property damage, (d) contractual liability and (e) cross-liability.

B. Professional Liability. The Contractor shall obtain and keep in force during the term of the contract professional liability insurance issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program in the amount of not less than \$10 million primary coverage

C. Automobile Insurance. The Contractor shall obtain and keep in force during the term of the contract comprehensive automobile liability insurance for each of the Contractor 's vehicles used in the performance of its contract, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles

issued by an insurance company authorized to do business in the State of California or a statutorily permissible self-insurance program in the sum of not less than \$5 million for combined single limit bodily injury and property damage.

D. Worker's Compensation Insurance. All employees of the Contractor must be covered by Worker's Compensation Insurance Policy, in the minimum statutorily required coverage amounts.

Other Insurance Provisions

A. Additional Insured. The Contractor shall maintain insurance policies for the above outlined requirements, which contain endorsements naming the County as additional insured for general liability, professional liability, and auto liability.

B. Hold Harmless. The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees from all claims, demands or liability arising out of or encountered in connection with this agreement or performance under it, whether such claims, demands, or liability are caused by provider, provider's agent or employees, excepting only such injury or harm as may be caused by County's fault or negligence. The obligation to indemnify, defend and hold harmless is not limited to insurance proceeds. Such indemnification shall extend to claims, demands, or liability for injuries occurring after performance under the contract.

Cancellation. All insurance policies shall include language requiring a 30-day notice to be given to the Permit Officer prior to cancellation, modification or reduction in limits.

D. Evidence of Insurance. Prior to the starting date of the contract and during the term of the contract, a Certificate of Insurance indicating compliance with all insurance requirements shall be filed with the County.

➤ Agree to comply with the County's insurance requirements (on the form found in Form 5).

**11. Business office, billing and collection system**

A. Local Office – Contractor shall maintain a local business office within San Joaquin County for billing assistance and other customer inquiries.

B. Telephone access – Contractor shall provide a toll-free telephone number that allows patients to speak to a customer service representative at Contractor's regional billing office.

C. Billing and collections system – The Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims.

➤ Describe the Bidder's billing and collection system.  
➤ Provide a copy of a late notice.  
➤ Describe how the Bidder evaluates and improves the billing and collection

system. Give at least one example of system improvement in the past year.

- Agree to complete, maintain, and upon request, make available to the County within five (5) business days of request, copies of patient billing and account documentation (on the form found in Form 5).

## 12. Annual financial review

Contractor shall submit a Year-end Financial Report to the Contract Administrator. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the Contract Administrator on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Joaquin County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Joaquin County contract services available to the County at County's request.

Contractor agrees that all revenue generated using personnel or equipment expensed as described in this Agreement, as well as the subsidy paid by any government entity within San Joaquin County will be credited to San Joaquin County revenues.

If deemed necessary, County may initiate an independent financial audit of Contractor's San Joaquin County operation. Contractor shall reimburse County for fees charged to the County by the independent financial auditor, not to exceed \$30,000.

- Agree to provide the County an annual audited financial statement according to the requirements identified (on the form found in Form 5).
- Agree that the EMS Agency may initiate an independent financial audit of Contractor's San Joaquin County operation and agree to reimburse the County up to \$30,000 for the cost of such an audit (on the form found in Form 5).

## 4.7 COMMUNITY EDUCATION/PREVENTION

### 1. Public information and education programs

The Contractor shall participate in the EMS Agency's public education and information program including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury prevention/reduction, and general health and safety promotion.

The Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen cardiopulmonary resuscitation (CPR), emergency preparedness, and injury prevention.

- Describe the Bidder's proposed public information and education activities.
- Agree to participate in the EMS Agency's public education and information program (on the form found in Form 5).

## 2. EMS training programs

The Contractor shall make a good faith effort to participate in monthly training programs for fire departments and other non-transport emergency medical responder organizations. These may include, but not be limited to, joint training exercises and providing of instructors for training courses and similar activities.

➡ Describe the Bidder's proposed role in prehospital training programs..

## Section 5: Other contract language

- Agree to accept contract language included in Section 5.
- Describe any proposed change to the contract language included in Section 5.

### 5.1 Contract administration

The San Joaquin County EMS Agency Administrator shall serve as the Contract Administrator, and shall represent the County in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the County. The Contract Administrator or her/his designee may:

- A. Audit and inspect the Contractor's operational, finance, patient care, and personnel records;
- B. Monitor the Contractor's service and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and EMS Agency policies and procedures;
- C. Provide technical guidance, as the Contract Administrator deems appropriate.

### 5.2 Term of agreement

The term of this Agreement shall commence at 0800 hours on \_\_\_\_\_, and shall terminate at 0800 hours on \_\_\_\_\_, unless terminated earlier pursuant to the terms and conditions of this Agreement.

### 5.3 Documents constituting contract

The San Joaquin County Emergency Ambulance and ALS Request for Proposals, dated \_\_\_\_\_ and Contractor's proposal, dated \_\_\_\_\_, are made a part hereof and incorporated by reference into this Agreement, provided however, that this Agreement supersedes any inconsistent provision of those documents. No addition to, or alteration of, the terms of this Agreement, and no verbal understanding of the parties, or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement. All defined terms herein shall have the meaning as set forth in Attachment 7 of this Agreement.

### 5.4 Contract response area

All requirements described in this Agreement apply to the County of San Joaquin Exclusive Operating Area Zone X as shown in Attachment 1 and described in Attachment 2 of this Agreement.

All of the following transports originating in Zone X shall be referred to the Contractor, and Contractor shall provide all responses and ground transports as follows:

- all 9-1-1/PSAP requests for ambulance service;
- requests for emergency ambulance service made directly to an ambulance service without going through an authorized 9-1-1/PSAP;
- ambulance transport to an emergency department from the scene of an emergency, including transports to an emergency department originating from a

skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facility;

- ALS inter-facility ambulance transports from a general acute care hospital in Zone X to any other general acute care hospital;
- critical care transport (CCT) ambulance transports, which shall conform to the definition of "Specialty Care Transport" as defined in 42 CFR 414.605, from a general acute care hospital in Zone X to any other general acute care hospital, (excluding hospital based neonatal transport services and physician staffed ambulance transports).

### **5.5 Notices**

All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party or any other person shall be in writing and either personally delivered or sent by prepaid postage, first class mail. Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

Contractor:

County: EMS Administrator  
San Joaquin County EMS Agency  
PO Box 220  
500 W Hospital Road, Benton Hall Room 47  
French Camp, CA 95231

### **5.6 ALS provider agreement**

This agreement will also serve as the Paramedic Service Provider agreement required under § 100168(b)(4), Title 22, CCR.

### **5.7 County's functional responsibilities**

The County seeks to ensure that reliable, high quality prehospital emergency medical care and transport services are provided on an uninterrupted basis. To accomplish this purpose, the County shall:

- A. Oversee and enforce the Contractor's rights as the sole provider of emergency ambulance services within Zone X;
- B. Oversee, monitor and evaluate contract performance and compliance; and
- C. Through its local EMS agency, provide medical direction and control of the EMS system, to include EMS dispatch.

## 5.8 Contractor's functional responsibilities

During the Service Period of this Agreement, as defined in §\_\_\_\_\_, the Contractor shall:

- A. Provide prehospital emergency medical care and transport services in response to emergency medical calls within Zone X twenty-four (24) hours each day, seven days a week, without regard to the patient's financial status.
- B. When a request for service is received by the Contractor at its dispatch center, an appropriately trained EMD Dispatcher must answer that request promptly, must follow approved EMD dispatch procedures, offer planned pre-arrival assistance (as appropriate) and must manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responder and EMS air transport provider agencies.
- C. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by the contract, be equipped and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to the County's Policies and Procedures as established or approved in the Contractor's proposal and as developed or promulgated as part of this RFP
- D. Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This procurement process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive franchise that fails to perform the standards required maybe found to be in major breach of their contract and promptly replaced in order to protect the public health and safety.
- E. Develop system status management and deployment plans specific to meeting EMS performance requirements within San Joaquin County, continuously monitor the implementation of these plans, and secure necessary ambulance post locations at the Contractor's expense;

- F. Keep a current deployment plan on file with the Contract Administrator and a plan to redeploy or add ambulance hours if response time performance standard is not met;
- G. Provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required under this Agreement;
- H. Furnish supplies and replacements for those used by the Contractor's personnel;
- I. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified; licensed and/or accredited;
- J. Comply with all training requirements established by the State of California;
- K. Comply with EMS Agency policies and procedures;
- L. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment;
- M. Submit, in a timely manner, reports, which are supported by documentation or other verifiable information, as required by the County;
- N. Respond to County inquiries about service and/or complaints within one business day of notification; and
- O. Notify the County of all incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements in accordance with §\_\_\_\_\_ of this Agreement.

### **5.9 Monitoring costs**

Contractor shall pay the County an annual fee for the cost of monitoring Contractor's operational and clinical performance and other compliance with the terms of this Contract. The monitoring fee for the first year of this contract is \$675,000. The monitoring fee shall be adjusted annually based on the same percentage of increase authorized in the ambulance rate charged by the Contractor.

One quarter of the annual fee shall be due on July 1, October 1, January 1, and April 1 of each year of this contract.

### **5.10 End of contract transition period**

Contractor agrees to continue to provide service after the end of the contract period in accordance with the "lame duck" provisions of this agreement in order to ensure a safe and orderly transition of service to a successor contractor.

### **5.11 Relationships and accountability**

Should the Contractor utilize one or more Subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek and obtain approval of the subcontract(s) from County, and provide assurance to the County that each of the Subcontractor(s) is professionally prepared for and understands its role within the system.

- A. The Contractor shall provide clear evidence that the scope of service designed for the Subcontractor(s) will enhance system performance capability and provide

a cost savings for the EMS System.

- B. If the subcontract(s) and associated scope of service is approved, the Contractor shall be accountable for the performance of the Subcontractor(s).
- C. The inability or failure of any Subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
- D. The Contractor shall designate a management liaison to work with the San Joaquin County EMS Agency in monitoring compliance of Subcontractors with contractual and system standards.

#### **5.12 General subcontracting provisions**

All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor's relationship to County.

- A. Contractor has legal responsibility for performance of all contract terms including those subcontracted.
- B. Nothing in the Agreement, or in any Subcontract, shall preclude the County from monitoring the EMS activity of any Subcontractor.
- C. There shall be a section in each subcontract requiring prior approval from the County before any subcontract may be modified.
- D. The Contractor shall assure that the Subcontractors cooperate fully with the County.
- E. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

#### **5.13 Performance criteria**

All Subcontractors will be held to the same performance criteria as the primary Contractor, with respect to quality improvement activities, medical control, continuing education, and penalties for non-compliance.

#### **5.14 Termination for cause**

Either party may terminate this agreement at any time for cause or for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.

"Major breach" shall include, but not be limited to:

- A. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables County and Contractor to remain in substantial compliance with the requirements of federal, State, and local laws, rules and regulations;
- B. Willful falsification of information supplied by Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to this contract;

- C. Chronic or persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by Contractor;
- D. Failure to comply with the response time performance requirements for three consecutive calendar months, or for any four months in a calendar year;
- E. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein or offered by Contractor in its response to County's RFP, and accepted by County;
- F. Failure to participate in the established Continuous Quality Improvement program of the San Joaquin County EMS Agency, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
- G. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by County as provided for herein;
- H. Chronic or persistent failure to comply with corrective actions to correct any minor breach conditions;
- I. Failure of Contractor to cooperate and assist County in the investigation or correction of any minor or major breach of the terms of this contract;
- J. Failure by Contractor to cooperate with and assist County in its takeover or replacement of Contractor's operations after a major breach has been declared by County, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor's reasonable control;
- K. Failure to assist in the orderly transition, or scaling down of services upon the end of the exclusive operating area (EOA) agreement if a subsequent EOA agreement with Contractor is not awarded;
- L. Failure to comply with required payment of fines or penalties within thirty (30) days written notice of the imposition of such fine or penalty;
- M. Failure to maintain in force throughout the term of this contract, including any extensions thereof, the insurance coverage required herein;
- N. Failure to maintain in force throughout the term of this contract, including any extensions thereof, the performance security requirements as specified herein;
- O. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors during a subsequent bid cycle;
- P. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the San Joaquin County EMS Agency or other oversight agency;
- Q. Any other willful acts or omissions of Contractor that endanger the public health and safety; and

R. Failure to timely prepare and submit the required annual audit.

### **5.15 Declaration of major breach and takeover/replacement service**

If the San Joaquin County Board of Supervisors determines that a major breach has occurred, and if the nature of the breach is, in the Board's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with County to effect a prompt and orderly takeover/replacement which shall be effected within seventy-two (72) hours after finding of major breach by the Board of Supervisors.

Contractor shall provide the ambulances and crew stations in San Joaquin County to County, in mitigation of any damages to County, resulting from Contractor's breach or failure to perform. However, during County's takeover of the ambulances and equipment, County and Contractor will be considered lessee and lessor, respectively.

### **5.16 Dispute after takeover/replacement**

Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by County. Neither shall such dispute by Contractor delay County's access to Contractor's performance security.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with, and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to County, shall not be construed as acceptance by Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recovery should a court later determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with County to effect a safe and orderly takeover/replacement of services shall constitute a major breach under this ordinance, even if it is later determined that the original declaration of major breach was made in error.

### **5.17 Breach not dangerous to public health and safety**

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

### **5.18 Liquidated damages**

The unique nature of the services that are the subject of this agreement requires that, in the event of major default of a type that endangers the public health and safety, County must restore services immediately, and Contractor must cooperate fully to affect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of Contractor's operations by County, it would be difficult or impossible to distinguish the cost to County of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to

County during an interim period, and the cost of recruiting a replacement for Contractor from the normal cost to County that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default from faulty management or County's costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this contract. The minimum amount of these additional costs to County (e.g., costs in excess of those that would have been incurred by County if the default had not occurred) could be not less than \$\_\_\_\_\_ even assuming County's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach and takeover/replacement by County of Contractor's services, Contractor shall pay County liquidated damages in the amount of [\_\_\_\_\_ same as performance bond].

#### **5.19 County responsibilities**

In the event of termination, County shall be responsible for complying with all laws, if any, respecting reduction or termination of prehospital medical services.

#### **5.20 "Lame duck" provisions**

If Contractor fails to win the bid in a subsequent bid cycle, County shall depend upon Contractor to continue provision of all services required under this agreement until the winning contractor takes over operations. Under these circumstances, Contractor would, for a period of several months, serve as a "lame duck". To ensure continued performance fully consistent with the requirements of this agreement throughout any such "lame duck" period, the following provisions shall apply:

- A. Throughout such "lame duck" period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to the subsequent winning contractor;
- B. Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of this contract; and
- C. Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and County shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance during such "lame duck" period, and so long as such transition activities are prior-approved by County.

#### **5.21 Retention and audit of records**

Contractor shall retain records pertinent to this contract for a period of not less than five years after final payment under this contract or until a final audit report is accepted by County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the San Joaquin County Auditor-Controller, the

Auditor General of the State of California, or the designee of either for a period of five years after final payment under this contract.

### **5.22 Indemnification for taxes and contributions**

Contractor shall exonerate, indemnify, defend, and hold harmless County from and against any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this agreement (including, without limitation, unemployment insurance, and social security and payroll tax withholding).

### **5.23 Equal employment opportunity**

During and in relation to the performance of this contract, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age, veteran status, or any other non-merit factor unrelated to job duties.

In the event of Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders Contractor may be declared ineligible for further agreements with County.

Contractor shall cause the foregoing provisions of this section to be inserted in all subcontracts for any work covered under this agreement by a subcontractor compensated more than \$50,000 and employing more than 15 employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### **5.24 Independent contractor status**

Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein

### **5.25 Non-assignment and non-delegation**

Contractor shall not assign or delegate this agreement without the prior written consent of County.

### **5.26 Entire agreement**

This agreement, the RFP, Contractor's Proposal, and the exhibits attached hereto constitute the entire agreement between County and Contractor and supersede all prior discussions and negotiations, whether oral or written. Any amendment to this agreement, including any oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

### **5.27 Binding on successors**

This agreement inures to the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successors and assigns.

### **5.28 Captions**

The captions heading the various sections of this agreement are for the convenience and shall not be considered to limit, expand or define the contents of the respective sections. Masculine, feminine or neutral gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

### **5.29 Controlling law and venue**

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective Rights and obligations of the Parties shall be governed by, the Laws of the State of California without regard to the principles of conflicts of law. Venue for all matters arising from this agreement is limited to San Joaquin County, California.

# Forms

## Form 1: Proposal identification

### PROPOSAL TO PROVIDE EMERGENCY AMBULANCE SERVICES TO SAN JOAQUIN COUNTY (2014)

**\*\*\* THIS FORM MUST APPEAR ON THE FRONT OF THE PROPOSAL \*\*\***

This is a proposal to contract with San Joaquin County to provide emergency advanced life support ambulance service within Exclusive Operating Area Zone X.

Name of bidder: \_\_\_\_\_

dba: \_\_\_\_\_

Legal address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact person: \_\_\_\_\_

Mailing address (if different): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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**OFFICIAL USE ONLY: DO NOT FILL IN THIS SECTION**

RFP number:			
Date received:		Time received:	
Received by:			
Title:			

**Form 2: Statement of intent and affirmation**

In submitting this proposal/offer, \_\_\_\_\_ hereafter referred to as "bidder", hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP).

Further, bidder certifies the completeness and accuracy of all information contained in the bidder's response to the RFP and supplied to the County of San Joaquin during the RFP process. This shall constitute a warranty, the falsity of which shall entitle the County of San Joaquin to pursue any remedy authorized by law, which shall include the right, at the option of County of San Joaquin, of declaring any contract made as a result thereof to be void.

The bidder's proposal constitutes a firm and binding offer by the bidder to perform the services as stated. This offer shall remain open and may be accepted by San Joaquin County until 180 days after the deadline for submission of proposals under the RFP.

Bidder further affirms that bidder will meet or exceed request for proposal specifications unless exceptions have been specifically noted in the proposal.

---

Date

---

Responding organization

---

By: Signature (authorized representative)

---

Name (printed)

---

Title

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20XXX before me, the undersigned, a Notary Public in and for the said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

\_\_\_\_\_

Notary Public

(Seal)

My Commission Expires \_\_\_\_\_

**Form 3 Investigative authorization–company**

The undersigned organization, a prospective bidder to provide emergency advanced life support ambulance service for the County of San Joaquin, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of company operations deemed relevant by the County of San Joaquin, or its agents. The company specifically agrees that the County of San Joaquin or its agency may conduct an investigation into, but not limited to the following matters:

1. The financial stability of the company, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the County of San Joaquin’s selection decision.
2. The company’s current business practices, including employee compensation and benefits arrangements, pricing practices, billing and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the company toward the company’s services and general business practices, including patients or families of patients served by the company, physicians or other health care professionals knowledgeable of the company’s past work, as well as other units of local government with which the company has dealt in the past.
4. Other business in which company owners and/or other key personnel in the company currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the company in connection with such evaluation.

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

**AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE COMPANY:**

---

Date

---

Organization

---

By: Signature (authorized representative)

---

Names (printed)

---

Title

State of

County of

---

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On this \_\_\_\_\_ day of \_\_\_\_\_ 20XXX before me, the undersigned, a Notary Public in and for the said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

---

Notary Public

(Seal)

My Commission Expires

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**Form 4: Investigative authorization–individual**

The undersigned, being \_\_\_\_\_ (title) for \_\_\_\_\_ (Company), which is a bidder to provide emergency and advanced life support ambulance service to the County of San Joaquin, recognizes that public health and safety requires assurance of safe, reliable, and cost efficient ambulance service. In order to judge this bid, it is necessary to require an inquiry into matters which are deemed relevant by the County of San Joaquin or its agents, such as, but not limited to, the character, reputation, and competence of the company’s owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that the County of San Joaquin, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

\_\_\_\_\_ Individual name (typed)

State of

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20XX before me, the undersigned, a Notary Public in and for the said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

\_\_\_\_\_ Notary Public

(Seal)

My Commission Expires

\_\_\_\_\_

**Form 5: Acceptance of minimum requirements**

The Authorized Representative of the bidder must initial each area of agreement or disagreement with minimum requirements and must sign the final page.

Agree	Disagree	<b>Minimum Requirements</b>
		Accept the ambulance response procedure.
		Accept the ongoing deployment plan requirements.
		Accept the legal compliance requirements.
		Accept the response time compliance requirements.
		Accept County response time performance standards for response to Code-2 and Code-3 requests.
		Accept County response time performance standards for response to ALS interfacility transfer and CCT interfacility transfer requests.
		Accept the response time exception procedure.
		Agree to calculate response times as defined by the County.
		Accept definition of applicable calls.
		Agree to use best efforts to minimize variation in performance.
		Accept the "per minute" penalty for failure to meet response time standards.
		Accept the "per response" penalty for failure to meet interfacility transfer response time standards.
		Agree to report those calls that fail to meet response time standards as required by the County.
		Acknowledge that payment of penalty does not relieve the Contractor of responsibility for compliance with response time standards.
		Accept penalty for failure to meet compliance zone response time standards.
		Agree to report those calls that fail to meet compliance zone response time standards as required by the County.
		Acknowledge that payment of compliance zone penalty does not relieve the Contractor of responsibility for compliance with response time standards.
		Accept penalty for failure to meet compliance zone response time standards for interfacility transfers zone-wide, per month.
		Agree to report those calls that fail to meet interfacility response time standards as required by the County.

**Acceptance of Minimum Requirements (Page 2)**

		Acknowledge that payment of penalty does not relieve the Contractor of responsibility for compliance with interfacility transfer response time standards.
		Accept penalty for failed response.
		Agree to report those calls that resulted in a failed response as required by the County.
		Acknowledge that payment of penalty for a failed response does not relieve the Contractor of responsibility for compliance with response time standards.
		Accept penalties for failure to provide data necessary to determine response time compliance.
		Agree to provide monthly performance reports in the required format, including identifying emergency calls that did not meet response time standard, ALS staffing standard or the response time data requirement.
		Agree to identify causes of performance failures and document efforts to eliminate these problems.
		Agree to notify the County of any major regulatory actions against the Contractor, as described.
		Accept the penalty assessment procedure.
		Accept the penalty dispute procedure.
		Agree to use air ambulance and air rescue services according to County policies.
		Agree to provide public safety standbys upon request.
		Acknowledge that the Contractor's provision of dedicated standby emergency ambulance service for a special event or non-emergency medical transfers does not excuse the Contractor from satisfying its obligations under the terms of its contract with the County.
		Agree to follow County Policies regarding patient transportation and disposition.
		Accept dispatch requirements.
		Agree to serve as the 24-hour contact point for the EMS Agency.
		Agree to negotiate in good faith with fire service organization regarding the provision of fire dispatch services.

**Acceptance of Minimum Requirements (Page 3)**

		Agree to negotiate in good faith with providers of emergency ambulance service operating in Zones D, E, and F regarding the provision of dispatch services.
		Accept the requirement to utilize the National Academy of Emergency Dispatch's medical dispatch protocol reference system.
		Accept communication equipment requirements.
		Agree to provide dispatch recordings and individual CAD records to the EMS Agency within two hours of request.
		Agree to install a dedicated T1 or faster connection and monitoring capabilities at the EMS Agency.
		Agree to provide an interface for access to raw data.
		Agree to provide a dedicated T1 CAD to CAD connection to SFD.
		Agree to replace all ambulances and supervisory vehicles exceeding 250,000 miles.
		Agree to complete, maintain, and continuously provide to County copies of this listing of ambulances and to report other changes.
		Agree to maintain medical supply capacity meeting the requirement.
		Agree to return rural non-transport emergency medical responder personnel.
		Agree to provide access and training to receiving hospitals.
		Agree to report any non-compliance to the EMS Agency.
		Agree to complete, maintain, and provide on request to County copies of equipment failure reports.
		Agree to complete, maintain, and upon request, make available to the County within five (5) business days of request, copies of equipment and vehicle maintenance reports.
		Accept penalty for preventable mechanical failures.
		Agree that the Bidder's personnel will operate within the ICS structure as specified in EMS Agency policies.
		Agree to provide mutual aid as required, consistent with its primary responsibility to provide emergency ambulance and ALS services in Zone X.
		Agree to provide out-of-county mutual aid, as needed and to not respond to requests for mutual aid outside of San Joaquin County without authorization of the EMS Agency.

**Acceptance of Minimum Requirements (Page 4)**

		Agree to actively participate with the County in disaster planning.
		Agree to designate a representative to regularly attend meetings and be the liaison for disaster activities.
		Agree to provide field personnel and transport resources for participation in EMS Agency approved exercises and drills.
		Agree to participate in the appropriate County EMS committees and related subcommittees.
		Agree that all patients will be attended to by a Contractor EMT-P.
		Accept penalties for failure to meet ambulance staffing and clinical standards.
		Agree to report any failure to meet ambulance staffing and clinical standards as required by the County.
		Agree to provide County approved photo identification cards to all ambulance staff and field interns.
		Agree to report any Cal/OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings within five (5) business days.
		Agree to furnish, upon request, documentation satisfactory to County's Health Officer, of the absence of tuberculosis disease for any employee or volunteer.
		Agree to maintain a process to remediate and terminate prehospital care personnel for failure to meet clinical excellence standards.
		Agree to participate in the EMS Agency's QI program and make available all relevant records required for program monitoring and evaluation.
		Agree to develop and implement a written QI plan.
		Agree to review its QI plan annually.
		Agree to provide the County with an annual report and a revised QI plan.
		Agree to develop, in cooperation with the EMS Agency, a performance improvement plan when the QI process identifies a need for improvement.
		Agree to submit QI reports are required by this RFP and the EMS Agency.
		Agree to respond to County inquiries about service and/or complaints within one business day.

**Acceptance of Minimum Requirements (Page 5)**

		Agree to complete, maintain, and provide monthly to County, a complete listing of all service complaints received and their disposition/resolute.
		Agree to cooperate fully with the EMS Agency in the investigation of any incident, sentinel event, or unusual occurrence.
		Agree to pay the annual fees specified in Section 5.9.
		Agree to complete, maintain, and continuously provide to the County required data.
		Agree to use an ePCR system that is in compliance EMS Policy No. 6301.
		Agree to provide the EMS Agency with access to and training in Bidder's ePCR system.
		Agree to submit reports and supporting documentation to the County in a timely manner.
		Agree to submit required data elements in an electronic format acceptable to the County.
		Agree to complete, maintain, and continuously provide to the County copies of dispatch center CAD records.
		Agree to complete, maintain, and provide to the County upon request copies of current records related to EMT-I, EMT-P, and EMD licensing, accreditation, certification, and continuing education.
		Agree to complete, maintain, and (subject to employee privacy rights) upon request, make available to the County within five (5) business days of request, copies of personnel records, including current licensure and certification.
		Accept the ePCR penalties.
		Agree to audits and inspections required by the County.
		Agree that the rates submitted by the Bidder will remain in effect for the term of the initial contract, with increases agreed to at the time of the contract.
		Agree to accept Medicare and Medi-Cal assignment.
		Agree to accept reimbursement at Medi-Cal rates for all transports of patients enrolled in the County's Medical Assistance Program (MAP) and for all inmates and jail detainees for whom the County is financially responsible.
		Accept the requirements for performance security.

**Acceptance of Minimum Requirements (Page 6)**

		Accept the takeover requirements.
		Agree to comply with the County's insurance requirements.
		Agree to complete, maintain, and upon request, make available to the County within five (5) business days of request, copies of patient billing and account documentation.
		Agree to provide the County an annual audited financial statement according to the requirements identified.
		Agree that the EMS Agency may initiate an independent financial audit of Contractor's San Joaquin County operation and agree to reimburse the County up to \$30,000 for the cost of such an audit.
		Agree to participate in the EMS Agency's public education and information program.

\_\_\_\_\_

Date

\_\_\_\_\_

Organization

\_\_\_\_\_

By: Signature (authorized representative)

\_\_\_\_\_

Name (printed)

\_\_\_\_\_

Title

**Form 6: Acceptance of contract language**

The applicant will be required to enter into a contract containing the contracted provisions shown in Section 5, in addition to provisions setting forth the services to be provided by the applicant. Inability or unwillingness to meet these terms may be grounds for disqualification.

Any proposed changes to the proposed contract language must be identified as part of the proposal, using a “~~strikeover~~/underline” method. No proposed changes to these contract sections, which are not submitted as part of the proposal will be considered.

NOTE: Agreement to the contract language related to contract termination (Sections 5.15 and 5.16) and “lame duck” requirements (Section 5.20) is a minimum requirement.

Does \_\_\_\_\_ accept the proposed (name of bidder) contract language?

Yes    No\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

\_\_\_\_\_  
By: Signature (authorized representative)

\_\_\_\_\_  
Names (printed)

\_\_\_\_\_  
Title

\* If the applicant does not accept the proposed language, alternative language must be submitted, as described above.

**Form 7: EMT compensation package**

Bidder

	New Employee	After 2 Years Employment	After 5 Years Employment
--	--------------	--------------------------	--------------------------

Hourly Wage (straight time):

Lowest			
Highest			
Median			

Average number of hours per week for full-time EMT-Ps:

Average gross earning per year for full-time EMT-Ps:


Paid Vacation (days per year)  
 Paid Holidays (days per year)  
 Sick Leave (days per year)  
 Paid Cont. Ed. (hours per year)  
 Uniform Allowance (per year)  
 Tuition Reimbursement (per year)


**Health Care**

Medical

% covered  
 \$ deductible


Dental

% covered

--	--	--

Optical

% covered

--	--	--

**Describe any of the following that are provided:**

- Stock Options
- Profit Sharing
- Day Care Services
- Career Development
- Pension Plan

**Form 8: Paramedic compensation package**

Bidder

	New Employee	After 2 Years Employment	After 5 Years Employment
--	--------------	--------------------------	--------------------------

Hourly Wage (straight time):

Lowest			
Highest			
Median			

Average number of hours per week for full-time EMT-Is:

--

Average gross earning per year for full-time EMT-I:

--

Paid Vacation (days per year)

--	--	--

Paid Holidays (days per year)

--	--	--

Sick Leave (days per year)

--	--	--

Paid Cont. Ed. (hours per year)

--	--	--

Uniform Allowance (per year)

--	--	--

Tuition Reimbursement (per year)

--	--	--

**Health Care**

Medical

% covered

--	--	--

\$ deductible

--	--	--

Dental

% covered

--	--	--

Optical

% covered

--	--	--

**Describe any of the following that are provided:**

- Stock Options
- Profit Sharing
- Day Care Services
- Career Development
- Pension Plan

**Form 9: Dispatcher compensation package**

Bidder

	New Employee	After 2 Years Employment	After 5 Years Employment
--	--------------	--------------------------	--------------------------

Hourly Wage (straight time):

Lowest			
Highest			
Median			

Average no. of hours per week for full-time dispatchers:

Average gross earning per year for full-time dispatchers:


Paid Vacation (days per year)  
Paid Holidays (days per year)  
Sick Leave (days per year)  
Paid Cont. Ed. (hours per year)  
Uniform Allowance (per year)  
Tuition Reimbursement (per year)


**Health Care**

Medical

% covered  
\$ deductible


Dental

% covered


Optical

% covered


**Describe any of the following that are provided:**

- Stock Options
- Profit Sharing
- Day Care Services
- Career Development
- Pension Plan

**Form 10: Proposed operating budget**

<b>Bidder</b>		<b>Year</b>	
---------------	--	-------------	--

**EXPENSES**

<b><u>Personnel</u></b>		
<u>Paramedics</u>		
• Wages	\$	
• Benefits	\$	
<u>EMT-Is</u>		
• Wages	\$	
• Benefits	\$	
<u>Dispatchers</u>		
• Wages	\$	
• Benefits	\$	
<u>Other Personnel</u>		
• Wages	\$	
• Benefits	\$	
<b>Subtotal</b>		<b>\$</b>
<b><u>Vehicles</u></b>		
• Fuel	\$	
• Repair and maintenance	\$	
• Equipment lease/depreciation	\$	
<b>Subtotal</b>		
<b><u>Medical Equipment/Supplies</u></b>		
• Supplies	\$	
• Equipment lease/depreciation	\$	
• Maintenance and repair	\$	
<b>Subtotal</b>		

**Proposed Operating Budget (Page 2)**

<b><u>Other</u></b>		
• Rents and leases	\$	
• Insurance	\$	
• Utilities and telephone	\$	
• Office supplies and postage	\$	
• Professional services	\$	
• Taxes	\$	
• Corporate (or equivalent) level overhead	\$	
• _____	\$	
• _____	\$	
• _____	\$	
<b>Subtotal</b>		<b>\$</b>
<b>Total Expenses</b>		<b>\$</b>

### Proposed Operating Budget (Page 3)

<b>Bidder</b>			
<b>Year</b>		<b>Option (circle)</b>	<b>A B</b>

#### REVENUES

<b><u>Patient Charges</u></b>		
• Private payments	\$	
• Medi-Cal	\$	
• Medicare	\$	
• Other third party payments	\$	
<b>Subtotal</b>		\$
• Other sources of revenue (specify)	\$	
<b>Total Revenue</b>		\$
<b>Net income (total revenue minus total expenses)</b>		\$

#### Basis for Revenue Projections

Source of Payment	Annual Number of Transports	%	Average Payment/Transport	Annual Revenue
• Private				
• Medi-Cal Only				
• Medicare/ Medi-Cal				
• Medicare Only				
• Other _____				
• No Payment			0.00	0.00
<b>Total</b>		100%	\$	\$

**Form 11: Proposed ambulance rates**

The undersigned company, a prospective bidder to provide emergency and advanced life support ambulance service for the County of San Joaquin, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. The bidder shall commit that rates in effect at the time of contract execution remain in effect for two years.

<b>Bidder</b>		
Proposed rates under option (circle)		<b>A B</b>

**Proposed ambulance rates**

<u>Advanced Life Support</u>		<u>Critical Care Transport</u>	
Emergency base rate	\$	CCT base rate	\$
IFT base rate	\$		
Night charge	\$	Night charge	\$
Oxygen	\$	Oxygen	\$
Standby time (per hour)	\$	Standby time (per hour)	\$
Mileage (per loaded mile)	\$_____ per mile	Mileage(per loaded mile)	\$_____ per mile

***Attach a list of any other specific charges proposed.***

**Proposed ambulance rates (page 2)**

**Medicare**

Do you accept Medicare assignment? \_\_\_\_\_ Yes \_\_\_\_\_ No

Definition: Reference: HCFA – 460 form

Medicare Participating Physician or Supplier Agreement  
Meaning of Assignment - For purposes of this agreement, accepting assignment of the Medicare Part B payment means requesting direct Part B payment from the Medicare program. Under an assignment, the approved charge, determined by the Medicare carrier, shall be the full charge for the service covered under Part B. The participant shall not collect from the beneficiary or other person or organization for covered services more than the applicable deductible and coinsurance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responding organization

\_\_\_\_\_  
By: Signature (authorized representative)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20XXX before me, the undersigned, a Notary Public in and for the said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires \_\_\_\_\_

**Form 12: Charge scenarios**

<b>Bidder</b>	
Based on proposed rates under option (circle)	<b>A B</b>

*Charges are to be based on the rate schedule submitted in this proposal. If an item is included in the base rate, or if there is no charge for an item, indicate this on the form. Identify additional specific charges (e.g., charges to perform any of the identified skills) or routine charges (e.g., infection control charge) in the blanks provided. The total shall reflect all specific and routine charges that a patient in this type of scenario would be billed.*

**SCENARIO #1:** A 56 year-old male is complaining of chest pain. This call occurs at 2:00 a.m. and the patient’s home is 12 miles from the closest hospital.

Total	\$
Emergency base rate	\$
Night charge	\$
Mileage	\$
Oxygen	\$
Oxygen administration equipment	\$
I.V. administration equipment	\$
Cardiac monitor	\$
Nitroglycerin gr. 1/150 s.l.	\$
Morphine Sulfate 4 mg. I.V.	\$
Aspirin	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$

**QQQ Charge scenarios (Page 2)**

**SCENARIO #2:** A 25 year-old unconscious diabetic is treated with glucose prior to arrival of the ambulance. Patient then refuses ambulance transport. Contractor's ambulance personnel spend 25 minutes on this call prior to clearing.

Total	\$
Emergency base rate	\$
Blood glucose monitoring	\$
Cardiac monitor	\$
Mileage	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$

**SCENARIO #3:** A 27 year-old male major trauma patient being transferred from a hospital to another hospital 35 miles away for neurosurgery. The transfer occurs at 2:00 a.m. The patient has a GCS of 3, BP 90 systolic, and an ALS airway requiring management.

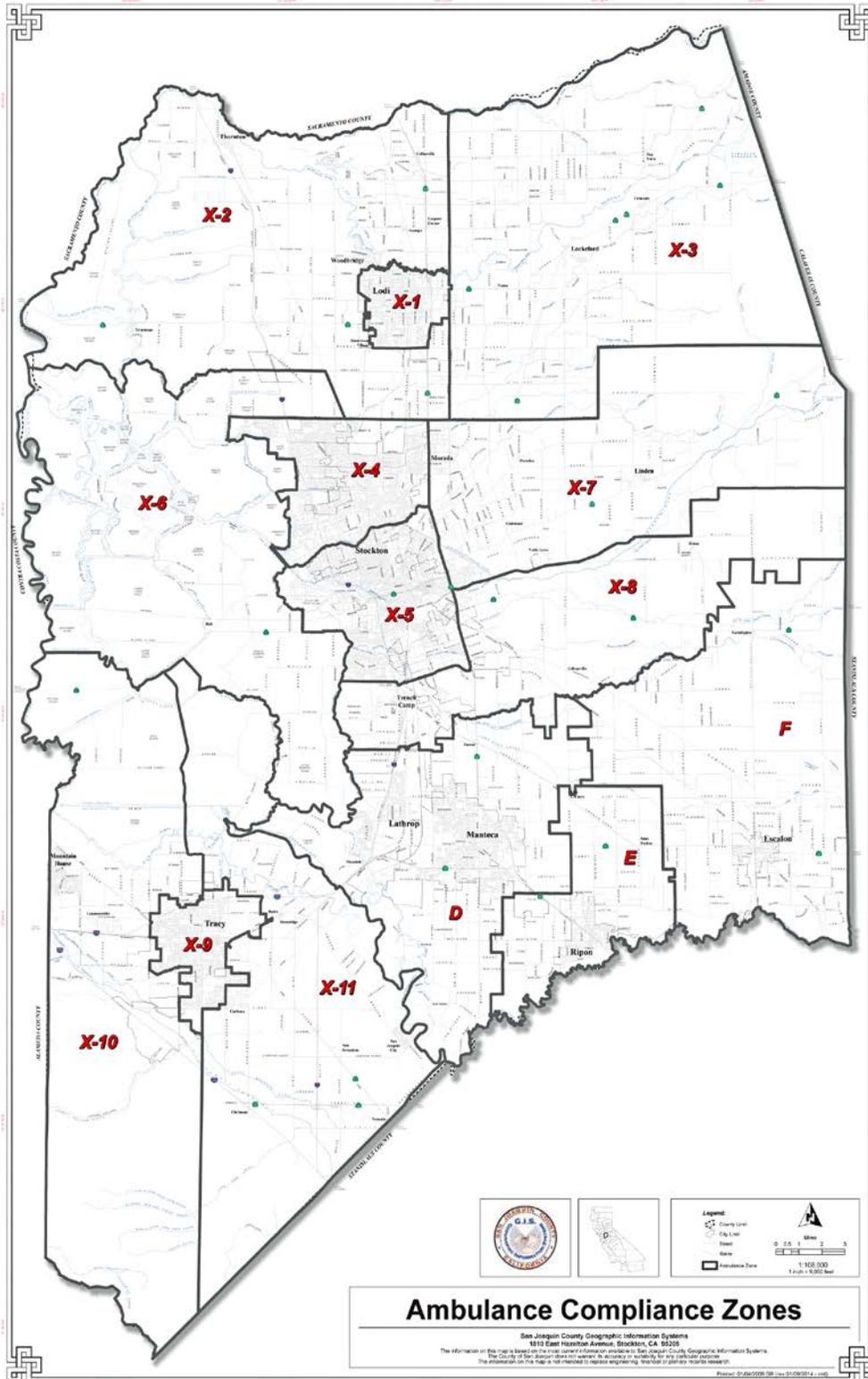
Total	\$
Base rate	\$
Night charge	\$
Mileage	\$
Oxygen	\$
Oxygen administration equipment	\$
I.V. administration equipment	\$
Cardiac monitor	\$
	\$
	\$
	\$
	\$
	\$

**SCENARIO #4:** An 8 year-old female patient being transferred from a hospital to another hospital 50 miles away for direct admit to the pediatric intensive care unit. The transfer occurs at 4:00 p.m. Patient is receiving a continuous IV infusion of levaquin (which is outside of the paramedic scope of practice).

Total	\$
Base rate	\$
Night charge	\$
Mileage	\$
Oxygen	\$
Oxygen administration equipment	\$
I.V. administration equipment	\$
Cardiac monitor	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$

# Attachments

## Attachment 1: San Joaquin County Ambulance Zones Map



## **Attachment 2: San Joaquin ambulance zones legal description**

### **Description of ambulance zones San Joaquin County, California**

#### **SUBZONE X-1**

The City of Lodi, and the unincorporated areas surrounded by the city.

#### **SUBZONE X-2**

Beginning at the junction of the north San Joaquin County Line and the Central California Traction Railroad (CCTRR) tracks, proceeding south along the CCTRR to the northern Lodi City limit; proceeding along the Lodi City limits generally west, south, and east to the junction with the CCTRR and proceeding south on the CCTRR to Eight Mile Road; proceeding west along Eight Mile Road to the Union Pacific Railroad (UPRR) tracks; proceeding northwest along the UPRR to Armstrong Road; proceeding west on Armstrong Road; continuing due west from the intersection of Armstrong Road and DeVrie Road to White Slough; continue westerly on White Slough to the western San Joaquin County Line; Proceeding along the San Joaquin County Line north then east to the junction of the North San Joaquin County Line and the CCTRR tracks.

#### **SUBZONE X-3**

Beginning at the junction of the north San Joaquin County Line and the Central California Traction Railroad (CCTRR) tracks, proceeding south along the CCTRR tracks to the North Lodi City limit; proceeding along the Lodi City limits generally east, south, and west to the junction with the CCTRR tracks and proceed south on the CCTRR tracks to the Eight Mile Road; proceeding east along Eight Mile Road to Tully Road; proceeding north along Tully Road to Harney Lane; proceeding east along Harney Lane and continuing due east from the end of Harney Lane to the eastern San Joaquin County Line; proceeding along the San Joaquin County Line north then west to the junction of the San Joaquin County Line and the CCTRR tracks.

#### **SUBZONE X-4**

Beginning at the northwest corner of subzone X-4 at the intersection of Eight Mile Road and Rio Blanco Road; proceeding east on Eight Mile Road to State Route (SR) 99; proceeding south on SR 99 to the north bank of the Calaveras River; proceeding east along the Calaveras River to the east bank of the San Joaquin River.

Proceeding northwest along the northeast bank of the Deep Water Channel (San Joaquin River) to Elmwood Tract; proceeding north on the eastern Border of the Wright-Elmwood Reclamation District and the southern, eastern, and northern Borders of Shima Tract; proceeding along the southern and western border of Shima Tract to the north bank of Mosher Slough; Proceeding west and north on Mosher

Slough to Bear Creek ; proceeding west on Bear Creek to the junction of Rio Blanco Road and Bear Creek; proceeding north on Rio Blanco Road to Eight Mile Road.

### **SUBZONE X-5**

Beginning at the Northwest corner of Subzone X-5, at the confluence on the Deep Water Channel (San Joaquin River) and the Calaveras River; proceeding northeasterly along the southern bank of the Calaveras River to SR 99.

Proceed south on SR 99 to Arch-Airport Road.

Proceed west on Arch Airport Road to Sperry Road; proceeding west on Sperry Road and a prolongation of Sperry Road to French Camp Road (including property with access off of French Camp Road from the prolongation of Sperry Road to Interstate 5); proceeding northwest on French Camp Road to the east bank of the San Joaquin River.

Proceed north along east bank of the San Joaquin River to Charter Way (SR 4); proceeding west on Charter Way (SR 4) to Port of Stockton Road; proceeding north on Port of Stockton Road to Rough and Ready Island; proceeding northwest, north, then northeast along Burns Cutoff to the confluence on the Deep Water Channel (San Joaquin River) and the Calaveras River.

### **SUBZONE X-6**

Beginning at the junction of the west San Joaquin County Line and the Potato Slough, proceeding east along the northern Borders of Venice Island, Empire Tract, King Island, Rio Blanco, and Bishop Tract Reclamation Districts; proceeding due west from the northwest Boarder of Bishop Tract Reclamation District and I-5 to Armstrong Road ending at the Union Pacific Rail Road (UPRR) tracts. .

Proceeding south along the Union Pacific Rail Road (UPRR) tracts to Eight Mile Road; proceeding west on Eight Mile Road to Rio Blanco Road to the north bank Bear Creek; Proceeding east along the north bank of Bear Creek to the northeast boarder of the Shima Tract Reclamation District; Proceeding south along the eastern border of the Shima Tract, and the Wright-Elmwood Reclamation Districts to the Deep Water Channel (San Joaquin River); Proceeding southeast along the San Joaquin River to the Burns Cutoff; proceeding south and west along Burns Cutoff to Port of Stockton Road; proceeding south along Port of Stockton Road to State Hwy (SR) 4; proceeding east on SR 4 to the San Joaquin River; proceeding south along eastern boarders of the Middle Roberts Island and Upper Roberts Island Reclamation Districts to Old River; proceeding west along the southern border of the Upper Roberts Island Reclamation District, then north along the western boarder of the Upper Roberts Island Reclamation District ; proceeding north and west along the northern border of the Union Island Reclamation District to a point that begins south of Holt that is the southernmost part of an irrigation canal at 37°53'51"N/121°26'23.11"W; proceeding north along this canal following it northeast to Trapper Slough; proceeding southwest along Trapper Slough to the junction of SR 4 and Bacon Island Road; proceeding northwest along the slough to the junction of North Victoria Canal and the San Joaquin County line; proceeding north along the San Joaquin County and Contra Costa County line and ending at the Potato Slough

### **SUBZONE X-7**

Beginning at SR 99 and Eight Mile Road proceed east on Eight Mile Road to Tully Road; proceeding north on Tully Road to Harney Lane; proceeding east on Harney Lane and continuing due east from the end of Harney Lane to the eastern border of San Joaquin County and Calaveras County; proceeding south along the San Joaquin County border to an imaginary line extending from Flood Road; proceeding west along an imaginary line to Flood Road and continue west then south on Flood Road to Fine Road; proceeding south along Fine Road to E. Milton Road; proceed west along E. Milton Road to Duncan Road; proceeding south on Duncan Road to E. Milton Road to Copperopolis Road; continue west as the road becomes E. Main Street to SR 99; proceeding northward on SR 99 to Eight Mile Road.

### **SUBZONE X-8**

Beginning at the northwest corner of Subzone X-8 at SR 99 and E. Main Street proceed east along E. Main Street and continue as it becomes Copperopolis Road; proceeding northwest on E. Milton Road to Duncan Road; proceeding north along Duncan Road to Milton Road; proceeding east along Milton Road to Fine Road; proceeding north on Fine Road to Flood Road; proceeding east along Flood Road and continue due east from the end of Flood Road to the San Joaquin County line.

Proceed south along the San Joaquin County border to the prolongation of Copperopolis Road; proceeding west on an imaginary line to Copperopolis Road, continue west following the northern border of Zone F to Copperopolis Road south continuing along the northwestern border of Zone F to South Little Johns Creek; proceeding south west along South Little Johns Creek to the North Fork of South Little Johns Creek continuing past the Burlington Northern and Santa Fe Railroad (BN&SFRR) tracts to a point at which the northern border of Zone D turns south at the prolongation of Union Street; proceeding south along Union Street turn south along the northern border of Zone D and west to Roth Road and Interstate Hwy 5 continuing to the San Joaquin River; proceed north along the San Joaquin River to the prolongation of French Camp Road; proceed east on French Camp Road to the prolongation of Sperry Road; proceed northeast along Sperry Road and continue as becomes Arch Airport Road to SR 99; proceed north on SR 99 to E. Main Street.

### **SUBZONE X-9**

Beginning at the northern border of Compliance District X-9, at the junction of the Tracy City limit and Tracy Boulevard; proceeding west and south along the Tracy City limits to the northern property line of Tracy Municipal Airport; proceeding southeast along the northern property line of Tracy Municipal Airport to the Junction of Tracy Boulevard and the Tracy City limits; proceeding north and east along the Tracy City limits to the north Border of Compliance District X-9, at the junction of the Tracy City limit and Tracy Boulevard.

### **SUBZONE X-10**

Beginning at the northwestern corner of Compliance District X-10, at the junction of the western San Joaquin County line and the juncture of North Victoria Canal, proceed east along the North Victoria Canal to the Middle River; follow the southeast along the Middle River to SR 4; proceed northeast along SR 4 to Tracy Boulevard.

Proceeding south on Tracy Boulevard to the Tracy City limit.

Proceeding west and south along the Tracy City limits to the Northern property line of Tracy Municipal Airport.

Proceeding southeast along the northern property line of Tract Municipal Airport to the Junction Tracy Boulevard and the Tracy City limits.

Proceeding south on Tracy Boulevard and the prolongation of Tracy Boulevard to the southern San Joaquin County Line. Follow the San Joaquin County line southwest, northwest, and north to the northern border of Compliance District X-10.

### **SUBZONE X-11**

Beginning at the northwestern corner of Compliance District X-11, at the junction of SR 4 and Tracy Blvd; proceeding south on Tracy Boulevard to the Tracy City limit.

Proceeding east, south, and west along the Tracy City limits to the junction of Tracy Boulevard.

Proceeding south on Tracy Boulevard and the prolongation of Tracy Boulevard to the southern San Joaquin County Line.

Proceeding northeast along the San Joaquin County line, to the San Joaquin River.

Proceeding northwest along the San Joaquin River to Paradise Cut; proceed northwest to the intersection of the Union Pacific Rail Road (UPRR) tracts and the Lathrop City limits; proceed west to the confluence of Old River, Salmon Slough and Tom Paine Slough; proceed east and northeast along Old River to Middle River; Proceed west along Middle River to a point that begins south of Holt that is the southernmost part of an irrigation canal at 37°53'51"N/121°26'23.11"W; proceeding north along this canal following it northeast to Trapper Slough at SR 4; proceeding southwest SR 4 to Tracy Boulevard.



**Attachment 4: Documents available for review**

Documents Available in San Joaquin County EMS Office

Transportation Committee minutes

EMS Liaison Committee minutes

Information available on <http://www.sjgov.org/ems/>

Trauma Plan

EMS System Plan

EMS Transportation Plan (exclusive operating areas)

Multi-casualty Incident (MCI) Plan

Policies and Procedures Manual

**Attachment 5: San Joaquin County current emergency ambulance rates**

Maximum ambulance rates (as of May 1, 2014)

ALS base rate	\$2,180.55
BLS base rate	\$1,859.60
Night charge	\$153.84
Oxygen	\$136.10
Mileage (per loaded mile)	\$46.27

## Attachment 6: CAD Record Requirements

The CAD system shall record and be capable of reporting the following data elements:

- Call Date
- Ambulance Provider
- Call type (e.g. 911 System, Non-911 System, CCT, ALS Interfacility)
- Caller Name
- Incident Number
- Unit Identifier
- Caller type (e.g. CHP, Police Dept., Private Caller)
- Time Phone First Ring
- Time Phone Pickup
- Time Emergency Call Screen Launched
- Time First Call Taking Keystroke
- Time Call Entered Queue
- Time Call Taking Complete
- Time Call Sent to Other CAD
- Time First Unit Assigned
- Time Wheels Rolling
- Time Unit Enroute to Scene
- Time Unit Arrived at Staging
- Time Call Scheduled (for Interfacility Transfers)
- Time Unit On-Scene
- Time Unit Enroute to Hospital
- Time Unit Arrived at Hospital
- Time Unit Transfers Care of Patient to Hospital
- Time Marked Extended at Hospital
- Time Unit Available In-Service
- Time Call Cleared
- Time Call Closed
- Location of Call – Street Address
- Location of Call - County
- Location of Call- City, Town or Unincorporated Portion of County
- Location of Call- Longitude and Latitude
- Location of Call – Ambulance Compliance Zone
- Location of Call – Ambulance Compliance Zone Demographic Type (e.g. Urban, Rural).
- Location Type (e.g. Business, Private Residence)
- Nature of Call (e.g. Problem Nature-EMD Cards 1-34)
- EMD Determinant Code (e.g. 12-A-1)

- Code of Response (e.g. Code 3 Lights and Siren)
- Updated Code of Response
- Code of Transport
- Updated Code of Transport
- Call Outcome/Disposition (Transport, Refusal, Dry Run, Canceled)
- Receiving hospital
- Number of Patients Transported
- Destination Name
- Destination Address
- Destination City
- Destination Zip
- Destination County
- Destination Longitude and Latitude
- Cancel reason
- Name of Call Taker
- Name of Dispatcher

## Attachment 7: Definitions

<b>Advanced Life Support (ALS)</b>	Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code 1797.52.
<b>Advanced Life Support (ALS) Ambulance</b>	An ambulance that has at the minimum, one EMT-Paramedic and one EMT-I as defined in California Health and Safety Codes 1797.80 and 1797.84 and equipment to provide ALS service to patients.
<b>Ambulance</b>	Any vehicle specially constructed, modified or equipped and used for transporting a sick, injured, convalescent, infirmed or otherwise incapacitated person.
<b>Basic Life Support (BLS)</b>	Those medical services that may be provided within the scope of practice of a person certified as an EMT-I as defined in California Health and Safety Code Section 1797.80.
<b>Basic Life Support (BLS) Ambulance</b>	An ambulance staffed by at least two individuals, one of whom must be certified at or above the level of an EMT-I as defined in California Health and Safety Code 1797.80 and equipment to provide only basic life support at the scene of a medical emergency and during transport of a patient(s) experiencing a medical emergency.
<b>Code-2 Call</b>	Immediate dispatch of an ambulance, without use of red lights and sirens in accordance with an Emergency Medical Dispatch system and priority dispatch assignment approved by the EMS Agency.
<b>Code-3 Call</b>	A request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with EMS Agency policy and dispatch protocols, requiring the immediate dispatch of an ambulance with use of red lights and siren.
<b>CQI</b>	Continuous quality improvement.
<b>Emergency</b>	As defined in California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency.
<b>Emergency Medical Services System Quality Improvement Program</b>	Methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process and recognize excellence in performance and delivery of care.

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<b>Emergency Medical Dispatch (EMD)</b>	A series of components that allow the dispatcher to triage calls, send appropriate resources with the appropriate response, and provide pre-arrival instructions if needed.
<b>Emergency Medical Technician-I (EMT-I)</b>	As defined in California Health and Safety Code Section 1797.80.
<b>Emergency Medical Technician-Paramedic (EMT-P)</b>	As defined in California Health and Safety Code Section 1797.84.
<b>EMS Agency</b>	San Joaquin County Emergency Medical Services Agency.
<b>Exclusive Operating Area (EOA)</b>	An EMS area or sub-area of San Joaquin County that restricts operations to one or more emergency advanced life support ambulance providers as defined by California Health and Safety Code 1797.85.
<b>First Responder</b>	A fire department vehicle or police vehicle with personnel capable of providing appropriate prehospital care.
<b>Fractile Response Time</b>	A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls.
<b>HIPAA</b>	Health Insurance Portability and Accountability Act of 1996.
<b>Medical Direction</b>	Direction given to ambulance personnel by a base hospital physician through direct voice contact or through an approved M.I.C.N., as required by applicable medical protocols.
<b>Medical Director</b>	A physician with experience in emergency medical systems who provides medical oversight to the San Joaquin County EMS System, pursuant to Section 1797.204 of the Health and Safety Code.
<b>Suburban</b>	All census places with a population density of 51 to 100 persons per square mile; or census tracts and enumeration districts without census tracts, which have a population density of 51 to 100 persons per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines.)
<b>Rural</b>	All census places with a population density of 7 to 50 persons per square mile; or census tracts and enumeration districts without census tracts, which have a population density of 7 to 50 persons per square mile. (Reference: State of California, Emergency Medical

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Services Authority, EMS System Standards and Guidelines.)

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**Urban**

All census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 101 to 500 persons or more per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines.)

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**Wilderness**

Census tracts or enumeration districts without census tracts, which have a population of less than seven persons per square mile. (Reference: State of California, Emergency Medical Services Authority, EMS System Standards and Guidelines.)

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**Attachment 8: Proposal Evaluation Tool**

Members of the Proposal Review Committee shall memorialize their recommendation for their selection of the winning bidder by completing this Proposal Evaluation Tool.

1. **Legal Standards.** Has the proposer met the affirmation requirement to meet specific standards listed in Form 5? Yes\_\_\_\_ No\_\_\_\_

If the answer is no, provide an explanation below:

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2. **Objective Standards.** Has the proposer met the affirmation requirement to meet specific standards and provided information describing how this standard will be achieved? Yes\_\_\_\_ No\_\_\_\_

If the answer is no, describe the specific failure for each standard for which the information was lacking. For example, the information may be inadequate due to a failure to provide adequate detail or because the approach described is deemed to be unsound in the committee member's opinion. Use additional pages as necessary.

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**Competitive Standards.** These standards must be evaluated based upon how the standard is to be met in terms of their soundness, but most importantly evaluated in rank order relative to the proposals submitted by other bidders. Use the table below to rank order each proposal based upon their relative merits for each competitive category. Assign a “1” for the top ranked proposal, “2” for the second ranked proposal, etc. Provide a brief written explanation for the reason for each ranking.

<b>Individual Proposal Review Committee Member Preliminary Worksheet</b>				
<b><i>Competitive Standard</i></b>	<b>Rank Proposal A</b>	<b>Rank Proposal B</b>	<b>Rank Proposal C</b>	<b>Rank Proposal D</b>
<b>System Design</b>				

Explain the above ranking based on how each proposal addressed the following areas:

1. Locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week, including proposed ambulance station or post locations.
2. 24-hour system status management strategies.
3. Anticipated response times to each subzone at the 90% fractile level, including variations based upon system status levels.
4. Full-time and part-time work force to be provided in order to fully staff ambulances identified in the deployment plans, including minimizing use of on-call crews and complying with mandatory overtime requirements.
5. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
6. Processes, including record keeping and statistical analyses, that will be used to develop, analyze, modify, and implement system status management strategies and to identify problems, determine underlying causes, and mitigate them.
7. Strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices, including record keeping and statistical analyses to be used to identify and correct response time performance problems.
8. Past experience in SSM, as shown by case studies that demonstrate bidder’s ability to adjust its system status plan in response to identified problems.

<b>Individual Proposal Review Committee Member Preliminary Worksheet</b>				
<b><i>Competitive Standard</i></b>	<b>Rank Proposal A</b>	<b>Rank Proposal B</b>	<b>Rank Proposal C</b>	<b>Rank Proposal D</b>
<b>Dispatch Operations</b>				

Explain the above ranking based on how each proposal addressed the following areas:

1. The proposed method of providing dispatch services.
2. How public safety agencies and other ambulance services are to be integrated into dispatch services.
3. The EMD priority dispatch system proposed.
4. CAD system capabilities
5. NAED accreditation or plans for accreditation
6. The process used for identifying and correcting errors in the CAD system's geographical database.

<b>Individual Proposal Review Committee Member Preliminary Worksheet</b>				
<i>Competitive Standard</i>	<b>Rank Proposal A</b>	<b>Rank Proposal B</b>	<b>Rank Proposal C</b>	<b>Rank Proposal D</b>
<b>Clinical Excellence and Quality Improvement</b>				

Explain the above ranking based on how each proposal addressed the following areas:

1. The Bidder's standards for clinical excellence and how it plans to achieve such excellence throughout its organization.
2. The Bidder's process for monitoring and measuring clinical excellence as they relate to its standards.
3. The Bidder's evaluation processes to achieve clinical excellence, including remediation processes and consequences for failure to remediate.
4. The Bidder's QI plan, including training for personnel (NOTE: This plan, including any future revisions, is subject to the County's review and approval).

<b>Individual Proposal Review Committee Member Preliminary Worksheet</b>				
<i>Competitive Standard</i>	<b>Rank Proposal A</b>	<b>Rank Proposal B</b>	<b>Rank Proposal C</b>	<b>Rank Proposal D</b>
<b>Efficiency and Operating Margin</b>				

Explain the above ranking based on how each proposal compares the efficiency of each bidder's anticipated operating margin.

1. Cost per unit hour
2. Operating margin
3. Feasibility of providing the proposed level of service with the anticipated revenue level.

<b>Proposal Review Committee Final Recommendation</b>				
<b><i>All Competitive Standards</i></b>	<b>Rank Proposal A</b>	<b>Rank Proposal B</b>	<b>Rank Proposal C</b>	<b>Rank Proposal D</b>

Explain the above ranking based on how each proposal addressed the following areas:

1. System design
2. Dispatch operations
3. Clinical excellence and quality improvement
4. Efficiency and operating margin