

25-408 - DRAFT--CONTRA COSTA COUNTY CA RFP

Exclusive Ambulance Services Provider
For the Contra Costa County, California,
Exclusive Operating Area



PROPOSAL RELEASE DATE: [INSERT DATE HERE]

PROPOSALS DUE: [INSERT DATE HERE]

Reply electronically to this RFP via the Purchasing Services Division website at <https://purchasing.cccounty.us>, no later than the date and time indicated above for the RFP Response Deadline. Submittal by fax or email is not acceptable.

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SECTION 1 – INTRODUCTION

1.1 PURPOSE

The County of Contra Costa, hereinafter referred to as “County,” and the County of Contra Costa Public Health Department, acting as the Local Emergency Medical Services Agency, hereinafter referred to as “LEMSA,” are soliciting proposals from experienced and well-qualified organizations to deliver the services as specified within this Request for Proposals (RFP), within the Contra Costa County Exclusive Operating Area (EOA) consisting of Emergency Response Areas (ERAs) I, II, and V, as provided for in Section 1797.224 of the California Health and Safety Code.

The Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act (EMS Act), enacted by the legislature in 1980, created a comprehensive statutory scheme governing the provision of prehospital emergency medical services for the purpose of achieving statewide coordination and integration of prehospital emergency medical services.

The EMS Act accomplishes this integration through a two-tiered system of state and county regulation. At the state level, the Emergency Medical Services Authority (EMSA) is responsible for functions relating to the coordination of EMS throughout the state. At the county level, a designated local EMS Agency (LEMSA) is responsible for the administration of emergency medical services and is required to have a Medical Director responsible for medical control of the EMS System countywide.

Pursuant to California Health and Safety Code, Section 1797.200, the Contra Costa County Board of Supervisors has designated the Department of Public Health’s Emergency Medical Services (EMS) Agency as LEMSA for the County of Contra Costa. In this role, LEMSA is charged with planning, implementing, evaluating, and regulating the Contra Costa County EMS System. California Health and Safety Code, Section 1797.224 authorizes LEMSA, through a competitive procurement process, to create EOAs for the provision of ambulance services.

Those from whom proposals are sought in this RFP will generally be referred to as Contractor, Provider, Proposer, or similar terms (with or without capitalization).

1.2 GOALS OF THE PROCUREMENT

Ambulance service is one component for the provision of effective medical services in the community. This RFP seeks proposals for emergency ambulance services and Advanced Life Support (ALS) Interfacility Transport (IFT) for the County of Contra Costa. Proposers are required to provide ALS level transport service to all patients and calls for service unless Local EMS Policy provides for exceptions where Basic Life Support (BLS) transport units may be utilized.

A successful emergency medical system has three key objectives: contribute to the prevention of disease, minimize morbidity and mortality due to injury and illness, and provide high value care to the community.

The County of Contra Costa 's goal is to sustain and further develop a high-quality EMS System by ensuring Community Access & Education, Provider Safety & Support, and Clinical Excellence.

Essential elements of this quality system include:

- Community outreach and education
- Bystander action and system access
- Medical dispatch & pre-arrival instructions
- First responder and ambulance dispatch
- First responder services (ALS and BLS)
- Transport ambulance services
- Direct (on-line) medical control
- Independent monitoring
- Effective oversight and continuous quality improvement

The County has designed a comprehensive system that focuses on quality of care and clinical proficiency. Response time measurement for contractual compliance is only one element of EMS System performance. This model has been designed to ensure quality clinical care, provide efficient and reliable EMS services at a reasonable cost to consumers, and provide the community with an operationally and financially stable system.

1.3 BACKGROUND

State statutes require the County to administer and oversee the EMS system through its local Emergency Medical Services Agency. Contra Costa County Health Services conducted a competitive RFP process from May - June 2022, for Consulting Services for the Assessment of the County's EMS System and for the Development and Management of a Request for Proposal for Ambulance Services for the next competitive cycle of emergency ambulance provider selection for ERA's I, II, and V. Specific areas of emphasis included clinical quality, operational efficiency, technology utilization, emergency medical dispatch, Medical Priority Dispatch System® use, response time performance, response time standards, contract compliance and oversight, and system revenues and expenses. Fitch & Associates was selected to conduct a three-phase project that is projected to conclude before the current emergency ambulance contract expires on December 31, 2025.

1.4 OVERVIEW OF THE EMS SYSTEM

OVERSIGHT AND GOVERNANCE

Consistent with the California Health & Safety Code, Division 2.5, Section 1797.200, the Contra Costa County LEMSA was established in 1978 and is a part of Contra Costa County's Health Department. The EMS Director reports to the Deputy Director of Contra Costa Health, responsible for Community Health Programs. The Deputy Director of Contra Costa Health reports to the Director of Contra Costa Health, who reports to the County's CAO.

The LEMSA is comprised of two (2) basic functional areas: EMS Operations and Clinical Systems. There are currently eight (8) Prehospital Care Coordinator staff, four (4) administrative support staff, and one (1) EMS specialist contract employee as well as the contracted Medical Director and retired annuitant MD serving the agency. LEMSA is primarily funded by Contra Costa County Tax Measure H and also has some cost recovery revenue streams.

SERVICE AREA

Current

As set forth in the LEMSA's EMS Plan, the County is currently divided into five (5) Emergency Response Areas (ERAs) as outlined on the Maps in [Appendix 12.2](#). Only ERAs I, II, and V are subject to this procurement.

- ERA I: Serviced exclusively by Contra Costa County Fire Protection District as part of an alliance service delivery model utilizing American Medical Response as a subcontractor. ERA-I includes the cities of El Cerrito, Richmond, Pinole, Hercules, San Pablo, Kensington, Martinez, Pleasant Hill, Lafayette, and Walnut Creek west of Highway 680 and adjacent to unincorporated areas, excluding that portion of ERA I included in the Moraga-Orinda Fire Protection District
- ERA II: Serviced exclusively by Contra Costa County Fire Protection District as part of an alliance service delivery model utilizing American Medical Response as a subcontractor. ERA-II includes the cities of Clayton, Concord, Walnut Creek, east of Highway 680 and adjacent to unincorporated areas.
- ERA III: Serviced exclusively by Moraga-Orinda Fire Protection District. ERA-III includes the territory of the Moraga-Orinda Fire Protection District. ERA III IS NOT included in this procurement.
- ERA IV: Serviced exclusively by the San Ramon Valley Fire Protection District. ERA IV includes the territory of San Ramon Valley Fire Protection District. ERA IV IS NOT included in this procurement.
- ERA V: Serviced exclusively by Contra Costa County Fire Protection District as part of an alliance service delivery model utilizing American Medical Response as a subcontractor. ERA-V includes all of East County including the cities of Pittsburg, Bay Point, Antioch, Brentwood and unincorporated areas along the 9-1-1 boundary line separating East from Central County.

Future

For the purposes of this procurement, the service area will be defined as the entire geographical area encompassed by ERAs I, II, and V.

DISPATCH

EMS and Fire Department resources in the County are dispatched by the following Public Safety Answering Points (PSAPs) who are authorized Emergency Medical Dispatch (EMD) providers:

Fire/Medical Dispatch Centers

- Contra Costa County Fire Protection District
- Richmond Police Department
- San Ramon Valley Fire Protection District

FIRST RESPONSE

The County is served by the following agencies providing EMS and first response:

- Contra Costa County Fire Protection District
- El Cerrito Fire Department
- Rodeo/Hercules Fire Protection District
- Moraga/Orinda Fire Protection District
- San Ramon Valley Fire Protection District
- Richmond Fire Department
- Crockett-Carquinez Fire Protection District

EMS

- ERA I, II and V are served by Contra Costa County Fire Protection District (CCCYPD) as part of an alliance service delivery model utilizing American Medical Response (AMR) as a subcontractor.
- ERA III is served by Moraga-Orinda Fire Protection District.
- ERA IV is served by San Ramon Valley Fire Protection District.

MEDICAL CONTROL

Patient treatment and transport are carried out following local policies and procedures that follow local and state laws and regulations. These policies may include, in the case of paramedics, contacting a physician at a designated base hospital to obtain direction in the clinical management of the patient. Patients are transported to the most appropriate receiving facility. Hospital destination is based upon patient preference and LEMSA policy. Non-critical patients may be transported to hospitals of choice within reasonable travel time. Medical helicopter service is available to transport critical patients when ground ambulance transport time would be excessive, and patient condition and/or estimated transport time meets helicopter transport criteria, per LEMSA policy.

RECEIVING FACILITIES

The following hospitals serve as receiving facilities in the County:

Contra Costa Regional Medical Center (CCRMC)
2500 Alhambra Avenue
Martinez, CA 94553
Main Phone: 925-370-5000
Website: http://cchealth.org/medical_center/

John Muir Health – Concord Campus (JMH-CC)
2540 East Street
Concord, CA 94520-1906
Main Phone: 925-682-8200
Website: <http://www.johnmuirhealth.com/locations/john-muir-medical-center-concord.html>

John Muir Health – Walnut Creek Campus (JMH-WCC)
1601 Ygnacio Valley Road
Walnut Creek, CA 94598
Main Phone: 925-939-3000
Website: <http://www.johnmuirhealth.com/locations/john-muir-medical-center-walnut-creek.html>

Kaiser Permanent Medical Center – Antioch (K-A)
4501 Sand Creek Road
Antioch, CA 94531
Main Phone: 925-813-6500
Website:
http://mydoctor.kaiserpermanente.org/ncal/facilities/region/diablo/area_master/departments/antioch/

Kaiser Permanent Medical Center – Richmond (K-R)
901 Nevin Avenue
Richmond, CA 94801
Main Phone: 510-307-1500
Website:
http://mydoctor.kaiserpermanente.org/ncal/facilities/region/eastbay/area_master/about_us/richmond/

Kaiser Permanent Medical Center – Walnut Creek (K-WC)
1425 S. Main Street
Walnut Creek, CA 94596
Main Phone: 925-295-4000
Website:
http://mydoctor.kaiserpermanente.org/ncal/facilities/region/diablo/area_master/departments/walnut_creek/

San Ramon Regional Medical Center (SRRMC)
6001 Norris Canyon Road
San Ramon, CA 94583
Main Phone: 925-275-9200
Website: <http://www.sanramonmedctr.com/en-US/Pages/default.aspx>

Sutter Delta Medical Center (SDMC)
3901 Lone Tree Wy 1st Floor
Antioch, CA 94509
Main Phone: (925) 779-7200
Website: <https://www.sutterhealth.org/find-location/facility/sutter-delta-medical-center-emergency-department>

NO SUBSIDY SYSTEM

The Contra Costa County EMS System has operated for decades without subsidy to ambulance providers. The ambulance service Proposer awarded the contract resulting from this RFP must be able to continue to provide the required services, including the significant system enhancements described below, without any subsidy from the County.

1.5 EMS SYSTEM OVERVIEW

The County supports an EMS System focused on patient outcomes, provider financial stability, and quality training for all EMS providers.

EMERGENCY MEDICAL DISPATCH RESPONSIBILITY

The Contra Costa Regional Fire Communications Center (CCRFCC) operates the 9-1-1 system for nearly all fire, emergency, and medical calls County-wide and manages the dispatch of first responders to some 141,000 fire and EMS incidents annually. The Fire Agencies Dispatched by the Contra Costa Regional Fire Communications Center (CCRFCC) include the Contra Costa County Fire Protection District, El-Cerrito/Kensington Fire Department, Rodeo-Hercules Fire Protection District, Crockett/Carquinez Fire Protection District, and Moraga/Orinda Fire Protection District.

All 9-1-1 call takers are certified as Emergency Medical Dispatchers by the International Academies of Emergency Dispatch (IAED). This ensures reliable Emergency Medical Dispatch (EMD) triage and accurate responses based on the patient's complaints.

The Selected Proposer shall use a dispatch center that is authorized by the EMS Agency to perform Emergency Medical Dispatch (EMD). This center must be accredited by the International Academy of Emergency Medical Dispatch (IAED). The successful proposer will either operate an accredited EMD center or contract with an existing accredited EMD center with contractual assurance that the EMD center will maintain its accreditation with IAED.

DATA AND EDUCATION MANAGEMENT TOOLS

FirstWatch is LEMSA's recognized third-party system data monitoring tool. The County has procured a license for FirstWatch, FirstPass, Patient Centric View, Interactive Dashboard View (IDV), and the Online Compliance Utility (OCU).

All LEMSA required continuing education will be distributed and tracked on a Learning Management System (LMS) by all EMS providers in the County. The Selected Proposer is responsible for any costs associated with procuring, integrating, and maintaining these LMS systems, as well as ensuring LEMSA has "administrator level" access to view Selected Proposer performance and compliance.

The LEMSA and the Selected Proposer shall cooperate in developing an annual fee to support Contra Costa County Emergency Medical Services Information System (CCCEMSIS) based on the Selected Proposer's total EMS response volume for the prior calendar year. This amount shall not exceed sixty (60%) of the total cost for data system management and vendor maintenance and support. All fees paid by the Selected Proposer for data system management and vendor maintenance and support shall be used for this purpose only. The LEMSA represents that this payment shall be less than or equal to the LEMSA's actual costs to provide CCCEMSIS and associated information systems. No funds shall be used by the LEMSA in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Antikickback Statute.

CLINICAL METRICS AND PENALTIES

LEMSA's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. These system specifications are drawn from many reference sources but are generally consistent with the direction provided in the EMS Agenda 2050.

To facilitate the routine and progressive oversight of the clinical aspects of the EMS System, the LEMSA has developed clinical Key Performance Indicators (KPIs) and a Clinical Scorecard. These will be used to assess clinical performance and apply financial credits to any response penalties incurred by the successful proposer based on provider clinical performance. The LEMSA may adjust the clinical scorecard and associated performance benchmarks as new clinical research and other influencing factors shape the most effective care practices and enhance the patient experience in EMS.

1.6 RELEVANT SERVICE AREA INFORMATION

The County specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients, or distance of transports that are associated with this procurement. Every effort has been made to provide accurate information, but the Proposers are to use their professional judgment and expertise to develop their economic and operational plans and proposals.

HISTORICAL SERVICE VOLUME

The County call volume must be determined by any potential Selected Proposer. Historical call volume data for the past five years is provided below. There has been no independent validation of this data, and Proposers are encouraged to use their own means to analyze the service to determine response and transport volumes. LEMSA does not guarantee any number of responses or transports. Computer-Aided Dispatch (CAD) data is available for 2019 – 2023 upon request.

Note: CAGR stands for Compound Annual Growth Rate

Category	Number of Responses					
	2017	2018	2019	2020	2021	2022
Responses	101,737	105,955	110,359	101,962	113,529	127,217
Calls per Day	278	290	302	278	311	348
Percent of Transport	80%	79%	79%	76%	77%	77%

Year over Year (Percentage Difference)					
2018 vs 2017	2019 vs 2018	2020 vs 2019	2021 vs 2020	2022 vs 2021	CAGR
7.40%	4.30%	-11.30%	12.80%	13.10%	4.00%
12.70%	3.70%	6.20%	6.70%	8.70%	6.80%
8.50%	4.20%	-7.60%	11.30%	12.10%	4.60%

HISTORICAL SERVICE MIX

Proposers should determine the county service mix. Historical service mix data estimated based on reported service mix information for the past five years is provided below. This data has not been independently validated, and Proposers are encouraged to analyze the service to determine service mix volumes and percentages. The LEMSA does not guarantee any number or percentage of transports for any level of service.

TRANSPORTS COMPLETED (BILLED) BY LEVEL OF SERVICE				
LEVEL OF SERVICE	2019	2020	2021	2022
ALS EMERGENCY	63,847	56,764	60,072	60,274
BLS EMERGENCY	14,160	12,778	15,166	20,557
ALS 2	853	900	1,001	1,052
TOTAL	78,860	70,442	76,239	81,883

TRANSPORTS COMPLETED (COLLECTED PAYMENT) BY LEVEL OF SERVICE				
LEVEL OF SERVICE	2019	2020	2021	2022
ALS EMERGENCY	55,606	48,383	51,495	52,735
BLS EMERGENCY	11,128	9,958	12,317	16,495
ALS 2	670	683	796	863
TOTAL	67,404	59,024	64,608	70,093

HISTORICAL PAYER MIX

Any potential Selected Proposer must determine the county payer mix. Historical payer mix data for the past five years is provided below. This data has not been independently validated, and Proposers are encouraged to analyze the service to determine payer mix volumes and percentages. LEMSA does not guarantee any number or percentage of transports for payer classes. The data provided was estimated based on publicly available information. The current EOA (ERAs I, II, V) provider is required to obtain County approval for established transport rates. The current ambulance service rates are included in [Appendix 12.3](#).

TRANSPORTS COMPLETED BY PAYOR				
PAYOR	2019	2020	2021	2022
MEDICARE	45.2%	45.1%	45.3%	46.5%
MEDICAID	26.8%	25.7%	25.6%	26.7%
COMMERCIAL	14.1%	14.2%	14.1%	14.6%
PRIVATE PAY	12.5%	13.9%	13.9%	11.1%
FACILITY CONTRACTS	1.4%	1.2%	1.1%	1.2%
TOTAL	100.0%	100.0%	100.0%	100.0%

1.7 ANNUAL CONTRACT FEE

As part of any contract awarded under this RFP, the Selected Proposer shall be required to remit all required payments to the LEMSA. The Selected Proposer agrees to reimburse the County for a portion of the costs associated with administration, medical oversight, quality assurance and quality improvement processes, and regulatory oversight of the Selected Proposer's services under this Agreement. The Selected Proposer shall reimburse Contra Costa County \$1,250,000 annually. One-quarter of the annual fee shall be due each fiscal quarter as follows: July 1, October 1, January 1, and April 1.

1.8 TERMS AND EARNED EXTENSION

The Selected Proposer will be the sole authorized provider of emergency ambulance services (as outlined within this RFP) for a five-year period beginning midnight January 1, 2026, through Midnight December 31, 2030, with an option to extend by mutual agreement for a single extension period of five (5) years, not to exceed a total contractual period of more than ten (10) years.

SECTION 2 – PROCUREMENT INFORMATION

2.1 PERFORMANCE-BASED CONTRACT

This RFP is designed to result in the award of a performance-based Contract (also referred to herein as Agreement). This RFP and its provisions, attachments, addendums, and exhibits constitute a solicitation for the selection of a single provider of ground emergency ambulance service for the County EOA. The operation of an emergency ambulance service shall be consistent with the provisions of this procurement process including staffing and performance. This procurement process includes provision for all ambulance responses.

The essential areas where performance must be achieved include:

- Clinical performance consistent with approved medical standards and protocols
- Clinical innovations
- Comprehensive quality improvement and compliance activities and results
- Ambulance deployment and staffing levels
- Treatment of incumbent workforce
- Data collection, management, and reporting
- Ambulance response times
- Customer and community education and engagement
- Patient satisfaction with the services provided
- Accurate and timely reporting

All transports originating in the County EOA shall be referred to the holder of the exclusive Contract, who shall be responsible for all responses and ground transports:

- Made in response to 9-1-1/ PSAP requests;
- Made in response to requests for immediate emergency ambulance service transmitted through an authorized 9-1-1/PSAP;
- Made in response to requests for emergency ambulance service made directly to the ambulance provider from a seven-digit telephone call without going through an authorized 9-1-1/PSAP;
- Made in response to any request for ALS interfacility transport from a healthcare facility;
- Requiring the presence of an ALS ambulance for “Standby Services”; and

The Selected Proposer’s scope of work is summarized as follows:

When the Selected Proposer receives a request for service from any of the PSAPs located in the County, ambulance response times must meet the response time standards outlined in this RFP. Every ambulance provided by the Selected Proposer for emergency response must always, except as authorized by the Agreement, be equipped and staffed to operate at the appropriate level on all ambulance responses, including emergency and non-emergency services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Selected Proposer’s personnel must always be professional and courteous. Patient transportation

and disposition will be according to the County's Policies and Procedures as established or approved in the Selected Proposer's proposal and as developed or promulgated as part of this RFP

Services and care delivered must be evaluated by the Selected Proposer'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 Selected Proposer must make continuous efforts to detect and correct clinical and other performance deficiencies and to ceaselessly upgrade the performance and reliability of the 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.

The Agreement is not a level-of-effort agreement. The successful Proposer must employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement, and other performance results required and as detailed in this RFP. The Selected Proposer's failure to achieve the performance standards set forth in the RFP and resulting Contract will result in the assessment of penalties, as set forth herein, and may result in LEMSA's termination of the Contract.

2.2 ELIGIBLE APPLICANTS

The County welcomes proposals from all interested parties that meet the minimum requirements defined herein. The County will contract with a single entity to provide these services. Each Proposer is required to submit a proposal describing their Proposer's qualifications to provide emergency ambulance service and plans to meet or exceed the performance standards identified in this RFP. The performance expectations outlined in this RFP and the performance commitments made by the Proposer in the selected proposal will be incorporated in the Agreement as mandatory performance standards.

INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of any services resulting from this proposal, Proposer is an Independent Contractor and is not an agent or employee of the County and warrants that all persons assigned to the project are employees or subcontractors of the Proposer. In the event the awarded Proposer shall employ others to complete or perform the services provided, the Proposer shall be solely responsible and hold the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between the County and the Proposer or County and Proposer's employees, and that the awarded Proposer shall hold the County harmless and be solely responsible for withholding, reporting, and payment of any federal, state, or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance,

social security, income tax or other statutes or codes applying to the Proposer, or its Subcontractor(S) and employees, if any. It is mutually agreed and understood that the Proposer, its Subcontractor(s), and employees, if any, shall have no claim under any Agreement that may result from this proposal or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

SUBCONTRACTORS

Any Proposer using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) of the subcontractor(s) providing work under this proposal. The Selected Proposer intending to utilize a subcontractor to provide contracted services will be solely responsible for meeting the terms of the contract. Nothing herein would preclude a public-private partnership, which, under these specifications, would be viewed as a contractor-subcontractor relationship. Any subcontract entered into by the Proposer is the sole responsibility of the Proposer. Any contract between the Selected Proposer and the subcontractor(s) shall contain provisions for federal, state, and local access to the books, documents, records, and inspection of work to the same extent as Proposer is required to provide such access under the Agreement. Proposer awarded any Agreement as a result of this proposal shall obtain County written approval of subcontractors identified in Proposer submittal before execution of Agreement.

2.3 NOTICE TO PROPOSERS

This Request for Proposal does not commit Contra Costa County to award a contract, pay the costs incurred in preparing a Proposal responding to this request, or procure a contract for service. The LEMSA reserves the right to waive any immaterial informality in the Proposals and any minor irregularity in the submission.

RIGHTS TO MODIFY

The LEMSA reserves the right to modify the RFP as needed, including after it is issued. The Board of Supervisors reserves the right to cancel the Request for Proposal in part or its entirety if it is in the best interests of the County to do so and to accept or reject LEMSA's recommendation.

COUNTY DISCUSSIONS AND CLARIFICATIONS

The County may also require the Selected Proposers to participate in negotiations concerning qualifications, the proposed method of performance, personnel and facilities, compensation, contract costs, rates, or the nature and extent of services to be provided. This process helps to resolve any questions regarding the solicitation requirements and ensure a full understanding of and responsiveness to them.

County may permit Proposers after the submission of responses and before the award to cure any deficiency resulting from a minor informality or irregularity in a proposal or waive such deficiency, whichever is to the advantage of the County. In conducting discussions, there shall be no disclosure of any information derived from responses submitted by competing bidders to anyone outside the Proposal Evaluation Panel and County staff. All Proposers submitting responses for consideration agree that they will be willing to enter into a final Agreement if awarded this RFP. The County may, in its sole discretion, negotiate certain non-material terms and conditions of such final Agreement after identification of the apparent successful Proposer. However, the Proposer should not assume that any terms of this RFP or other applicable terms and conditions are subject to later negotiation and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process.

RFP INTERPRETATION

The Proposer must carefully examine the specifications, terms, and conditions expressed in the RFP and become fully informed of the requirements. Those desiring to respond to the RFP that object to any requirements must raise those objections in writing and in a timely fashion in accordance with the provisions of the RFP. If Proposers discover any ambiguity, conflict, discrepancy, omission, or error in the proposal has any questions regarding the requirements or any other related matters, they shall immediately notify the contact person listed in this RFP of such concern in writing and request clarification or modification of the document(s) no later than the Written Question deadline. No further requests for clarification or objections to the RFP will be accepted or considered after this date. Any change in the RFP will be made only by a written addendum issued by the -Purchasing Services Division and posted on the county website and shall be incorporated into the proposal.

COST RECOVERY FEE

Upon execution of service contract with the County, the successful Proposal/Selected Proposer shall pay a one-time RFP Cost Recovery Charge not to exceed \$199,000.00. Only actual costs will be recovered.

2.4 USE OF OWN EXPERTISE AND JUDGMENT

Each Proposer is specifically advised to use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Contract. By “methods”, LEMSA means compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organization’s strategies and activities. The successful proposer shall be responsible for all aspects of operational implementation, operational management, and operational performance. Conversely, the LEMSA is not responsible for management of the Selected Proposer’s operation, the LEMSA is responsible for management and enforcement of the service contract. The County specifically makes no promises or guarantees concerning the

number of emergency and non-emergency calls or transports, quantities of patients, or distance of transports associated with this procurement.

2.5 FALSE OR MISLEADING STATEMENTS

Responses that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the Proposer will be rejected, subject to the County’s ability to waive minor irregularities.

2.6 PROCUREMENT TIMELINE

The expected procurement schedule is listed below. The County reserves the right to change this schedule. At the discretion of LEMSA, if a change in the Procurement Timeline occurs, the County will notify Proposers through email and via addendum in this RFP and posted on the County website.

Date	Activity
Insert Date	County releases RFP on the County website
Insert Date	Letter of Intent due to the County, via Purchasing Services Division Website
Insert Date	Written questions due to the County, via Purchasing Services Division Website
Insert Date	Proposers’ conference
Insert Date	County answers Written RFP Questions via RFP addendum on Purchasing Services Division website
Insert Date	Deadline for interested Proposers to formally respond with a responsive Proposal to the County through Purchasing Services Division website
Insert Date	Oral Presentations and Proposal review process
Insert Date	Intent to award announced and negotiation process initiated
Insert Date	Contract presented BOS
Insert Date	New Contract takes effect

2.7 PROCUREMENT PROCESS

LETTER OF INTENT

The Letter of Intent must be submitted by no later than the date listed in the Procurement Timeline.

QUESTIONS AND COMMENTS

The County will accept written questions for clarification on this RFP within the Purchasing Services Division website at <https://www.contracosta.ca.gov/7668/Requests->

[for-Qualifications-and-Proposal](#). Questions must be submitted no later than the date listed in the Procurement Timeline. The County will publish answers to the questions in an addendum to the RFP on the date listed in the Procurement Timeline.

QUESTION SUBMITTAL INSTRUCTIONS:

- Click on the title of the RFP.
- On the right of the bid page, click on [View/Ask Questions] to open a new page that lists all previous questions and answers.
- Click "Ask a Question" and enter your question.

REQUEST FOR CHANGES

Proposals may be changed or withdrawn prior to the deadline for Proposals. All such changes and withdrawals must be submitted in writing and received by the County prior to the deadline for Proposals. After the deadline for Proposals, no change in prices or other provisions prejudicial to the interest of the County or fair competition shall be permitted.

CANCELING THE PROCUREMENT PROCESS

The LEMSA may cancel, revise, or reissue this solicitation, in whole or in part, when the cancellation is in the best interest of the County or for any other reason including, but not limited to:

- The services are no longer required.
- All otherwise acceptable Proposals received are at unreasonable prices.
- The Proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- The Proposals received were not adequately competitive and, therefore, did not ensure reasonable prices in accordance with local resources or generally accepted prices.
- No Proposal is received that meets the minimum requirements of the RFP.
- LEMSA determines after analysis of the Proposals that its needs can be satisfied by a less expensive method.

All Proposers shall be notified in writing of the specific reasons when Proposals are rejected.

MANDATORY PROPOSERS' CONFERENCE

A mandatory Proposers' Conference will be held at 777 Arnold Drive, Martinez, CA 94553 at the time specified in the Procurement Timeline to answer questions regarding the RFP specifications and process. All entities that have submitted a Letter of Intent must attend. All written material received from potential Proposers and any related LEMSA responses will be distributed to all attendees of the Proposers' conference. Any changes or clarifications to the Request for Proposal made following the Proposers'

Conference will be distributed to all potential Proposers who attend the Proposers' Conference or who have indicated in writing their intent to submit a Proposal.

CONTACT WITH COUNTY EMPLOYEES

All questions or comments for LEMSA regarding the RFP should be directed to the Purchasing Services Division listed on the Cover Page of this RFP. All questions must be in a written format and submitted via the Purchasing Services Division website at <https://purchasing.cccounty.us>. Only written communications responded to by a county representative may be considered valid. Proposers may not consider any oral instruction as official instruction. For other requirements for vendor questions and the deadline for submitting questions, refer to the Procurement Timeline detailed in the RFP.

PROPOSAL SUBMISSION

Proposals must be submitted by 2:00 PM (PST) on the date listed in the Procurement Timeline. In the interest of fairness to all participants, no extensions or exceptions will be permitted, and hard-copy submissions will not be accepted. Please note that a "Cone of Silence" is applied once the RFP is released. This means that any lobbying or marketing activities to County Officials by a particular respondent or its representatives must cease from the moment the solicitation is released until the time the Board Letter recommending approval of the final contract by the County Board of Supervisors is posted.

Proposers submitting an RFP must first register on the County's Purchasing Services Division website at <https://purchasing.cccounty.us>. Successful registration will allow Proposers to receive updates to the bid process and to upload final Proposal packages. Hard-copy submissions will not be accepted. Proposers are recommended to register as a Supplier as soon as possible – it can take 24 to 48 hours for your account to become active. To register as a Supplier, follow the steps below:

To ensure receipt of notifications about Bid opportunities or to be issued Purchase Orders (POs) through the Purchasing Portal, you must make sure your information is current within the system. You can do this by accessing the Purchasing Portal login screen and signing in with your unique Login ID and Password. You can refer to the email you were sent upon completion of registration or by using the link <https://purchasing.cccounty.us>. The Purchasing Portal can also be accessed through the County's website at www.cccounty.us. The Purchasing Services page is located under the Business tab at the top menu.

RFP OPENING

On the date and time specified in this RFP, all replies will be opened. Within two (2) business days, a bid opening summary will be posted on the Public Purchase website.

ADDITIONAL PROPOSER RESPONSIBILITIES

Proposers may be requested to provide additional information, documentation, or a formal oral presentation to the Proposal Review Panel. The Proposer must fulfill such requests, or their Proposal may be rejected.

SECTION 3 – PROPOSAL INSTRUCTIONS

3.1 PROPOSAL FORMAT

This section describes the required proposal format and content. The response should contain the requested information organized by the prescribed section and subsection numbers and titles.

Each Proposer shall submit a complete response, along with requested copies, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of the response.

Responses must be complete in all aspects. The response must contain all costs required by the proposal. Responses must be marked as described in this RFP and received by the specified date and time. A response may be rejected if:

- The response is conditional or incomplete or contains any alteration of form or other irregularities.
- Any defect or irregularity constitutes a material deviation from the proposal requirements.
- The response is submitted under improperly marked covers.
- If discrepancies are found between two or more copies of the response. However, if not so dismissed, the original response will provide the basis for resolving such discrepancies.

The response must be typed. Every part of the response must be legible. Attachments not included in the binder should be clearly labeled according to the sections and titles provided. The proposal should be clear, complete, and consistent with the proposal content requirements.

The LEMSA intends to ensure that all Proposals are concise and directly respond to the required information in this RFP. In order to facilitate the evaluation process, Proposals shall be limited in size. The following requirements shall be adhered to:

- The narrative portion of the Proposal shall be limited to one hundred (100) pages, excluding title pages, dividers, and table contents pages.
- The narrative portion will adhere to the following specifications:
 - Easily readable font, no smaller than 11 point
 - Line spacing no smaller than 1 ½ lines
 - Standard 8 ½" by 11" paper
 - Pages must be numbered sequentially

The Purchasing Services Division utilizes a web-based eProcurement Purchasing Portal to post bid notifications and transmit bid solicitations. The exhibits shall be submitted as a separately titled file at <https://purchasing.cccounty.us>. Each exhibit shall be labeled and referenced in the narrative. Proposers are strongly encouraged not to provide

extraneous materials in their exhibits and to use them to illustrate the features of their Proposal and expertise in providing service.

Proposers shall submit all financial documents and proposed ambulance rates in a separately titled file on the at <https://purchasing.cccounty.us>. Financial elements and proposed ambulance rates shall not be mentioned in any other section of the Proposal. The ambulance transport rates shall be evaluated separately from the main body of the Proposal.

MANDATORY TABLE OF CONTENTS

Proposals shall be written to respond to evaluation criteria directly and must adhere to the mandatory Table of Contents, as detailed in this RFP.

Proposals shall incorporate all information requested in this RFP in the order that it is requested. Proposers may elect to use reference "exhibits" or "attachments" in the Proposal to provide additional detail. Any exhibits or attachments should be incorporated into a supplemental "reference document," which is to be in a separate binder from the narrative of the Proposal.

Each Proposal must contain all required forms located in the Appendices of this RFP. The first page of the RFP is to include the Mandatory First Page Form in [Appendix 12.4](#).

3.2 MINIMUM QUALIFICATIONS AND DOCUMENTATION OF CREDENTIALS

Proposals not meeting the minimum qualifications shall be disqualified. To qualify for an evaluation by the Proposal Review Committee, a Proposer must meet the Proposal Minimum Qualifications outlined in this RFP.

The LEMSA shall entertain Proposals only from organizations demonstrating fiscal stability and prudence, as well as a stable track record of rendering emergency, non-emergency, and urgent ambulance services at levels of clinical quality and response time reliability substantially equivalent to the services required under this procurement. Any Proposer lacking experience in the provision of required services poses a risk to the health and safety of the citizens and visitors that is unacceptable to the County. Therefore, all interested Proposers are required to meet minimum qualifications as a part of their RFP response.

Proposers' credentials will be evaluated based upon objective criteria designed to demonstrate each Proposer's ability to perform if awarded the Contract.

Credentials shall be submitted as "Credentials" and will be scored on a pass/fail basis. Only Proposals that meet the minimum experience requirements as described herein will receive further consideration.

Proposers must provide the required information for every entity that will provide any service under the Contract, if awarded, including for any joint venturers and subcontractors.

Organizations that have multiple operational service areas or whose parent companies have multiple operational service areas may use information from any site to establish qualifications; however, information represented that does not reflect the experience of the operational site responsible for the Proposal shall be so noted.

There are four key areas in which minimum qualifications must be established:

1. Experience in managing a high-performance Emergency Ambulance Service.
2. Response time performance.
3. Financial depth and stability; and
4. Ability to comply with regulatory provisions.

Proposers shall provide the following:

EXPERIENCE MANAGING A HIGH-PERFORMANCE EMERGENCY AMBULANCE SERVICE.

The Proposer shall provide evidence that clearly demonstrates that it has experience managing an emergency 9-1-1 ALS ambulance service. Information provided should include:

- A list of communities in which the service is operated.
- Name(s) and contact number(s) of LEMSA Administrator (or equivalent) and contract officer(s) or designated governmental contact person.
- The number of responses provided in each of the past two years.
- A brief description of the community and service provided.
- Proposer shall disclose any municipal contract that was terminated for cause and/or was ended by agreement before the full term. A summary of the circumstances shall be provided as part of the credential submission.

The Proposer shall document existing sophisticated internal management systems and programs that facilitate the management of its service. This information shall include brief descriptions of operational programs including, but not limited to:

- Clinical training and QI processes.
- EMS System Response Management.
- Quality assurance and quality improvement.
- Recruitment and retention activity.
- Risk management and driver training procedures.
- Current deficiencies/planned solutions.

The Proposer shall provide information and documentation of existing management and supervisory strength (including senior management's involvement in operations) in order to demonstrate the organization's ability to manage the service as well as plan for continuity or redundancy should leadership vacate. The information provided should be

in the form of names and resumes of existing management and supervisory personnel directly responsible for administering that service. The Proposer must include its experience with flexible deployment practices and information about the steps, policies, procedures, training, equipment, and management techniques that would be utilized upon award of the Contract. The Proposer must include a detailed quality assurance and quality improvement program for its deployment, system status management, and EMS system status plan.

RESPONSE TIME PERFORMANCE

The Proposer shall demonstrate their ability to comply with response times by documenting experience in operating and managing an ambulance service that is required to comply with specified emergency response times based upon fractal compliance. Documentation shall include:

- A copy of the contract language, regulations, and/or ordinances that require compliance.
- The service’s response time performance for the most recent twenty-four (24) months for which information is available. The following format is to be utilized for each of the months and years:

Priority	Service Area Name			
	Category	January	February	March
Priority - 1 (Life-Threatening Emergent)	Responses			
	Response Time Compliance	%	%	%
Priority - 2 (Non-Life-Threatening Emergent)	Responses			
	Response Time Compliance	%	%	%
Priority - 3 (Non-Life-Threatening Non-Emergent)	Responses			
	Response Time Compliance	%	%	%

FINANCIAL DEPTH AND STABILITY

The Proposer shall provide evidence that clearly documents the financial history of the organization and demonstrates that it has the financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the Contract. Documentation shall include:

- Copies of its audited financial statements for the most recent three-year period. Note that audited financial statements are required.
- If the Proposer’s parent entity has changed corporate structures due to an acquisition or divestiture in the past three years and three years of financials cannot be documented, then each should clearly outline the manner in which they

are documenting operational credentials and financial capacity to perform and the organizational transaction. If consolidated financial statements are utilized, the individual program unit's financial statements must be separately shown.

- If the Proposer is part of a larger organization, it shall furnish the financial statements of the parent entity. Such a parent entity shall be required to guarantee the performance of the Proposer.
- If the Proposer is a government entity it must also comply with the provisions of the Provision for Fairness in Government/Private Competition document located in [Appendix 12.13](#).
- A current ratio greater than or equal to 1.30. The current ratio is defined as current assets divided by current liabilities.
- Access to sufficient working capital to provide for implementation and start-up of operations. The minimum amount shall be \$2,500,000. Working capital is defined as current assets less current liabilities.
- Total share/unitholder(s) or owner(s) equity to cover at least three months of operations. The minimum amount is \$5,000,000.
- If the purchase of capital assets (e.g., ambulances, major biomedical equipment) is required to provide services as described here within, then the Proposer shall submit a recently obtained quote (within 60 calendar days prior to Proposal submission). The estimated delivery timeline must be included as a part of the quote.

COMPLIANCE WITH REGULATORY PROVISIONS

- The Proposer and any subcontractors shall detail any and all regulatory agency investigations, findings, actions, or complaints and their respective resolutions in which it or its parent or affiliated entities (if any) have been involved for the past five (5) years.
- The Proposer shall summarize any other litigation in which the Proposer or its parent (if any), and all affiliates, is or have been involved or which is pending, with a description of the nature of the incident (e.g., auto, med-mal, HR claim, etc.), date, amount of claim or reserved amount, and current status of the claim for the past five (5) years.
- The Proposer, its parent (if any), and affiliated entities shall provide evidence that it has never been excluded, debarred, or otherwise suspended from participation in any state or federal healthcare program, including but not limited to Medicare or Medicaid, and that the Proposer and its parent (if any) currently qualifies for participation in such programs and currently has no employees who have been excluded, disbarred or otherwise suspended from participation in such programs.
- The Proposer shall provide evidence that clearly demonstrates expertise in documenting medical care in electronic patient care reporting systems.
- The Proposer shall provide to the County's legal counsel any other information said legal counsel may request regarding any regulatory requests, investigations, or litigation.

- The Proposer shall describe the training required of field personnel that directly relates to supporting billing practices that are compliant with Medicare and Medicaid guidelines.
- The Proposer shall describe the methodology for monitoring and maintaining compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations, how improvements are identified in this area, and actions taken to implement procedures to address those improvements.
- The Proposer shall describe their current Compliance Program and methods used to keep current on all applicable rule and regulation changes, including but not limited to California EMS Act, California Code of Regulations Title 22, and local County EMS Ordinance.

3.3 PROPOSAL EVALUATION PROCESS

The County's Purchasing Services Division will facilitate the procurement process, supported by the LEMSA and its consultants.

PROPOSAL EVALUATION PANEL

A multi-disciplinary Proposal Evaluation Panel, approved by the County, will be empaneled to evaluate and rank all Proposals received in response to this RFP. Meetings of the Proposal Evaluation Panel will be closed to the public. The Proposal Evaluation Panel rankings and recommendations will be submitted to the Director of Health Services, who will make a final recommendation to the Board of Supervisors. Proposals will be evaluated by the Proposal Review Panel, which will include the following five (5) members and two (2) non-scoring (observer) members:

- One (1) EMS physician or other specialty knowledgeable of EMS best practices (Not affiliated with, employed by, or under contract with Contra Costa County or any healthcare facility within Contra Costa County).
- Two (2) individuals experienced in high-performance EMS System design and service (Not affiliated with, employed by, or under contract with Contra Costa County).
- Two (2) designated community leaders representing geographic diversity (West, Central, or East) that demonstrate innovation and best practices in operational excellence in local businesses, institutions, or other organizations, such as academia, a major local industry, etc. (Not affiliated with, employed by, or under contract with Contra Costa County).
- Two (2) non-scoring observers to be present for all group-scoring panel activities, including proposer oral presentations and any deliberations between panel members' designated community leaders representing geographic diversity (West, Central, or East) that demonstrate innovation and best practices in operational excellence in local businesses, institutions, or other organizations, such as academia, a major local industry, etc. (Not affiliated with, employed by, or under contract with Contra Costa County).

The Proposer, by submission of a response to this RFP, acknowledges that the EMS, public safety, and healthcare consulting firm, Fitch & Associates, LLC (FITCH), has assisted the LEMSA in the development of this RFP and has also worked with numerous other government and private agencies. FITCH warranted to the LEMSA and the County that it does not represent any entity for the purpose of doing business with the County, nor has it received, given, or exchanged any item of value with any individual or entity with regard to its involvement in this procurement process. Proposers stipulate that FITCH's prior, current, and future relationships with the County, other cities, counties, and other ambulance organizations do not represent a conflict, cause for protest, or legal challenge of this procurement process.

INVESTIGATION

Upon completion of Proposal Evaluation Panel evaluations, the LEMSA and County staff may undertake an additional investigation to verify claims made by the recommended Proposer during the Proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiries, or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer. Proposers are advised that LEMSA reserves the right to continue investigating claims after the contract award and throughout the contract term and that furnishing false or misleading information during the Proposal process may constitute a material breach of contract even if discovered after the contract award.

PROPOSAL EVALUATION PROCESS

The Proposal evaluation process Includes the Following Steps:

- Each reviewer will be provided a copy of each responding organization's Proposal and written instructions concerning scoring.
- Each reviewer will be expected to read and independently score each Proposal before the convening of the Proposal Evaluation Panel.
- Each reviewer will submit any questions of the Proposer(s) to the Proposal Evaluation Panel Coordinator.
- These questions will be presented in an aggregate, anonymous manner to each Proposer in the Oral Presentations. The Proposal Evaluation Panel may ask additional questions during the Oral Presentations.
- Following the Oral Presentations, the Proposal Evaluation Panel members may adjust (up or down) their final Proposal evaluation by no more than one (1) scoring level. For example, a Proposal Evaluation Panel member may adjust their score from Exceptional to Good or Unsatisfactory to Acceptable.
- After Oral Presentations and any scoring adjustments by the Proposal Evaluation Panel, the points awarded by each reviewer will be totaled by section, and then the overall points will be calculated (total by each reviewer, by section).

County staff, consultants, and legal advisors shall not serve as members of the Proposal Review Panel, nor shall they score the Proposals. The consultants will serve only as facilitators in the evaluation process.

FISCAL REVIEW

The financial elements of each Proposal, including ambulance rates proposed in the appendices, will be conducted independently and in advance of the Proposal Evaluation Panel's review of the Proposals. Each Proposal will be evaluated on a pass/fail basis. The financial analysis results will be provided to the Proposal Evaluation Panel.

NOTIFICATION

Following the completion of the proposal review process, Proposers will be notified of the status of their Proposal (recommended for selection, not recommended for selection, or disqualified) via email to the email address provided in the Proposal.

PROTEST

The LEMSA will endeavor to process Protests in a timely and consistent manner to assure that all Proposers are accorded fair and equal consideration. Protests may only be filed by "Eligible Protestors," defined as Proposers who submitted a response to the RFP. The grounds for a Protest may include any challenge to LEMSA's process in soliciting and reviewing the Proposals, including but not limited to a Protest on the grounds that a Proposal was not evaluated in accordance with the Proposal Evaluation Criteria. However, Protests that only challenge the judgment of the Review Panel shall not be considered valid. The appealing Proposer must submit a protest of the selection according to the specifications and by the deadline described in this section.

PROTEST PROCEDURE

Protests regarding the contract award must be submitted in writing via email to the designated Purchasing Services Division representative no later than 5:00 PM PST of the fifth (5) business day following the posting of the written notice of Intent to Award. All Protests shall reference any pertinent County, State, Federal, or local laws or regulations that are relied upon to support the Protest. Any documents relevant to the Protest should be submitted when the Protest is filed, and the Protest should include all matters that the party wishes the County to consider in deciding the Protest outcome.

Any written submissions after the initial filing shall, at LEMSA's discretion, be limited to information that was not, and could not have been, known at the time of the filing of the Protest. At a minimum, the following must be included in the Protest:

- The name and address of the Protesting party.
- The signature of the Protestor or its representative.
- Description of the nature of the Protest.
- Identification of the provision(s) of the solicitation, regulations, or laws upon which the Protest is based. The Protest must contain a complete statement of all grounds for the Protest and must set forth all supporting facts and documentation.
- Copies of all (or any) documentation supporting the allegations in the Protest.

- Statement of the specific relief requested.

It is the Protestor's responsibility to ensure that the Purchasing Agent receives its Protest. The County is not responsible for email transmission failures due to error, file size, or any other factor and encourages Protestors to confirm receipt. The Protestor must also submit, in writing, a copy of the Protest directly to the Proposer to whom the contract has been awarded, as identified on the County's Purchasing Services Division website. All responses and replies must be in writing. If the presumptive Proposer desires to respond to the Protest, the response must be submitted in writing via email to the Purchasing Agent within five (5) business days of the date the Protest was first delivered to all Protested Proposers. A Protestor's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid Protest. Throughout the Protest process, the County has no obligation to delay or otherwise postpone an award of a contract. The Purchasing Agent shall attempt to resolve the Protest in a fair and equitable manner and shall render a written decision to the Protestor within fifteen (15) business days. The County reserves the right to extend the deadline for good cause.

PROTEST APPEAL AND RESOLUTION

The Protestor may appeal the Purchasing Agent's decision by delivering written notice of the appeal no later than 5:00 PM PST on the fifth (5) full business day after the date of the written decision.

The appeal should be e-mailed to the County's Purchasing Agent. The Notice of Appeal shall include the complete record of the Protest for review, which includes the Protest, any and all Responses, Replies, Additional Information, Proof of Transmittal, and Notice of Appeal.

Upon receipt of the written Protest, the Purchasing Agent or their designee will review and evaluate the Protest and issue a written decision. The Purchasing Agent or their designee may, at their discretion, do any of the following: investigate the Protest, obtain additional information, and/or schedule a meeting(s) with the Protesting Proposer and others (as appropriate) to discuss the Protest. The decision on the bid Protest must be final prior to the Board hearing on the award or the award date.

The decision will be emailed to the Protestor. Proposers will be notified when a decision has been made on the Protest and whether or not the recommendation to the Board of Supervisors, OR in the Notice of Intent to Award/ Non-Award, will stand. The decision on the bid Protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR).

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn/rescinded prior to the official public opening at the time and date identified in the Procurement Timeline. No Proposals shall be allowed to be

withdrawn/rescinded after this date for a period of ninety (90) calendar days after the public opening of the Proposals.

PUBLIC RECORD

All Proposals, Protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. However, marking the material shall be considered only a request to keep the information confidential, and the County does not assure that the information will not be disclosed if disclosure is required under law, including but not limited to the California Public Records Act. Any contract arising from this RFP will be a public record. Submission of any materials in response to this RFP constitutes:

- Consent to County release of such materials under the Public Records Act without notice to the person or entity submitting the materials.
- Waiver of all claims against County and/or its officers, agents, or employees that County has violated a Proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the Proposal or materials to be inspected.
- Agreement to indemnify and hold harmless County for release of such information under the Public Records Act.
- Acknowledgment that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.
- The County reserves the right to withhold any materials otherwise subject to the Public Records Act during the pendency of negotiation of the contract (See *Michaelis, Montanari & Johnson v. Superior Court of Los Angeles* (2006) 38 Cal.4th 1065.)
- Acceptance of terms of this RFP, standard county contract long form, and contract language therein.

AWARD

The County Board of Supervisors will make the final decision on the contract award, following a recommendation from the Director of Health Services. If, for any reason, the Selected Proposer is unable to enter into a contract with the County in a timely manner, in accordance with the time interval identified in the RFP for contract negotiation, the Director of Health Services may recommend a selection of an alternate Proposal to the County Board of Supervisors. If no viable alternate Proposals exist, the Director of Health Services may recommend another RFP process to the Board of Supervisors. Outcomes of this RFP will be announced on the County of Contra Costa Purchasing Services Division website.

3.4 PROPOSAL EVALUATION CRITERIA

The LEMSA's specific intent is that the clinical and operational quality of service be the primary factor in this procurement, although financial-related aspects are an important consideration. The Proposer's responses will be evaluated against the criteria established in this RFP. Points will be awarded based on the following levels:

<p>Exceptional</p>	<ul style="list-style-type: none"> • To achieve an exceptional rating, all the criteria in the rating section must be met. Not meeting one of the criteria in the section rating will not result in achieving an exceptional rating. The proposed approach to the criterion requirements: • Demonstrates an approach with exceptional merit and reflects an excellent approach. • Will result in outstanding performance. • Provides significant advantages with no weaknesses or deficiencies. • Is clear and precise, fully supported, and demonstrates a complete understanding of the requirements. • Risk Level: <i>Very Low</i> <p><u>EXCEPTIONAL responses will receive 100% of the allowed points for that criterion.</u></p>
<p>Good</p>	<p>The proposed approach to the requirements and criterion:</p> <ul style="list-style-type: none"> • Demonstrates a sound approach which is expected to exceed all requirements and objectives. • Will result in above standard performance. • Includes multiple strengths, only a few minor weaknesses, and no deficiencies. • Is clear and precise, supported, and demonstrates a clear understanding of the requirements. • Risk Level: <i>Low</i> <p><u>GOOD responses will receive 85% of the allowed points for that criterion.</u></p>
<p>Acceptable</p>	<p>The proposed approach to the requirements and criterion:</p> <ul style="list-style-type: none"> • Demonstrates an approach which is capable of meeting all requirements and objectives. • Will meet the minimum performance expectations, but not exceed them. • Has strengths and weaknesses, but no deficiencies. • Response is clear, precise, supported and demonstrates a general understanding of all requirements. • Risk Level: <i>Moderate</i> <p><u>ACCEPTABLE responses will receive 50% of the allowed points for that criterion.</u></p>

Unsatisfactory	<p>The proposed approach to the requirements and criterion:</p> <ul style="list-style-type: none"> • Demonstrates an approach that will NOT be capable of meeting all requirements and objectives. • Will result in unsatisfactory performance. • Has multiple weaknesses and/or multiple deficiencies with minimal strengths. • Lacks clarity or precision, lacks support, and/or fails to indicate an understanding of the requirements. • Risk Level: <i>Very High/Prohibitive</i> <p><u>UNSATISFACTORY responses will receive ZERO points.</u></p>
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If the majority of reviewers (3/5) score a specific criterion as UNSATISFACTORY, the entire Proposal shall be rejected for future to meet the minimum specifications and performance requirements contained within this RFP.

Rating	Possible Points							%
Exceptional	75	50	45	25	15	10	5	100%
Good	63.75	42.5	38.25	21.25	12.75	8.5	4.25	85%
Acceptable	37.5	25	22.5	12.5	7.5	5	2.5	50%
Unsatisfactory	0	0	0	0	0	0	0	0%

All Proposers are required to achieve the minimum specifications and performance requirements contained in this RFP. In evaluating each Proposer’s response to the criteria, a Proposer’s offer to exceed minimum requirements will be considered when Proposals are scored.

MANDATORY TABLE OF CONTENTS AND EVALUATION CRITERIA

This section includes the criteria that will be considered when scoring the Proposals. The Table of Contents shall mirror the format below:

1. Summary, Proposal Overview
2. Procurement Information
 - 2.2 Eligibility of Applicant
 - 2.7 Statement of Compliance with Procurement Process
3. Proposal Instructions
 - 3.1 Proposal Format and Instructions Followed
 - 3.2 Minimum Qualifications and Documentation of Credentials
4. Service Plan
 - 4.1 Proposer’s Functional Responsibilities

- 4.2 Services Description
- 5. Clinical Standards
 - 5.1 Quality Management Program
 - 5.2 Clinical Performance Management
 - 5.6 Continuing Education Program Requirements
 - 5.7 Medical Reviews / Audits
 - 5.8 Dedicated Personnel
 - 5.9 Clinical Innovation
- 6. Operational Standards
 - 6.1 Deployment Planning
 - 6.2 Ambulance Staffing Requirements
 - 6.3 Vehicles and Equipment
 - 6.4 Communications Systems
 - 6.5 Technology and Data Management
 - 6.6 Non-Clinical Training
 - 6.7 Critical Incident Stress Management
 - 6.9 Disaster Response and Preparedness
- 7. Response Time Performance Standards and Penalties
 - 7.2 Response Time Performance Plan
- 8. Administrative Standards
 - 8.1 Community Engagement
 - 8.2 Patient Experience Evaluation
 - 8.3 Customer Service Hotline and Complaint Process
 - 8.4 Employee Safety and Wellness
 - 8.5 Internal Risk Management Program
 - 8.6 Communicable Diseases, Safety, and Prevention
 - 8.7 Key Personnel
 - 8.8 Participation in System Development and Enhancements
- 9. Regulatory Compliance and Financial Standards
 - 9.7 Insurance Provisions
 - 9.8 Performance Security
- 10. Default, Termination and Other General Provisions
 - 10.4 Emergency Takeover
- 11. System Integration and System Innovation
 - 11.1 System Integration
 - 11.2 System Innovation
- 12. Financial Documentation and Proposed Pricing

Each Proposer is required to complete each line on the Price Sheet for proposed patient charges located in the Pricing Form in the appendices. This sheet should be completed and titled "Pricing Form" and submitted

separately from the technical Proposal. The supporting material shall include audited financial statements for the most recent fiscal year and other pertinent documents.

The matrix that will be used in the Proposal review process is outlined below. The total points that can be awarded for each area are identified.

Scoring Criteria	Points
Minimum Qualifications	PASS /FAIL
Required Submission Forms	PASS /FAIL
Financial Assessment	PASS /FAIL
2.2 Proposer is an Eligible Entity	PASS /FAIL
2.7 Compliance with Procurement Process	PASS /FAIL
3.1 Proposal Format and Instructions Followed	PASS /FAIL
3.2 Meets Minimum Qualifications	PASS /FAIL
Clinical Standards	200
5.1 Quality Management Program	50
5.2 Clinical Performance Management	75
5.6 Continuing Education Program Requirements	10
5.7 Medical Review / Audits	10
5.8 Dedicated Personnel	10
5.9 Clinical Innovations	45
Operations Standards	100
4.1 Proposer's Functional Responsibilities	5
4.2 Services Description	5
6.1 Deployment Planning	25
6.2 Ambulance Staffing Requirements	10
6.3 Vehicles and Equipment	10
6.4 Communications Systems	5
6.5 Technology and Data Management	5
6.6 Non-Clinical Training	5
6.7 Critical Incident Stress Management	10
6.9 Disaster Response and Preparedness	5

Response Time Performance Standards and Penalties	40
7.2 Response Time Performance Plan	40
Administrative Standards	100
8.1 Community Engagement	25
8.2 Patient Experience Evaluation	5
8.3 Customer Service Hotline and Complaint Process	5
8.4 Employee Safety and Wellness	15
8.5 Internal Risk Management	10
8.6 Communicable Diseases, Safety, and Prevention	5
8.7 Key Personnel	15
8.9 Participation in System Development and Enhancements	10
Regulatory Compliance and Financial Provisions	PASS /FAIL
9.7 Insurance Provisions	PASS /FAIL
9.8 Performance Security	PASS /FAIL
Default, Termination, and Other General Provisions	PASS /FAIL
10.4 Emergency Takeover	PASS /FAIL
System Integration and System Innovation	60
11.1 System Integration	25
11.2 System Innovation	35
Total Points	500

SECTION 4 – SERVICE PLAN

4.1 SELECTED PROPOSER’S FUNCTIONAL RESPONSIBILITIES

The Selected Proposer shall provide emergency ambulance services, as requested by the County Designated Communications Center. Such services shall be provided in accordance with the applicable federal, state, and local law and applicable regulations, rules, policies, and practices, and any amendments or revisions thereof. In performing services hereunder, the Selected Proposer shall work cooperatively with the County’s EMS System, the LEMSA, and other system participants as applicable. As part of the qualifications for submitting a Proposal in response to this RFP, all Proposers are assumed to be familiar with the laws and regulations that apply.

The Proposal submitted by the Selected Proposer in response to this Request for Proposal will be retained, incorporated herein by this reference, and made a part of the final Agreement, except that in the case of any conflicting provisions, the provisions contained in the Ambulance Service Agreement shall prevail. The Selected Proposer will provide and manage the delivery of ambulance services by meeting or exceeding the requirements of this RFP, including response time performance, throughout the term of the Agreement.

All factors that might affect the Selected Proposer’s or Subcontractor’s ability to perform are under the Selected Proposer’s control and the Selected Proposer’s responsibility, including the hiring of personnel, equipment maintenance, in-service training, vehicle deployment, coverage levels, shift schedules, and selection of posting locations. Numerous ancillary and support functions are also among the Selected Proposer’s responsibilities, such as maintaining compliance with insurance requirements, personnel recruitment, disaster readiness, emergency response planning, inventory control, and other functions.

4.2 SERVICES DESCRIPTION

DESCRIPTION

The Selected Proposer shall furnish all ambulance service for the entire population (and visitors) within Contra Costa County ERAs I, II, and V. The Selected Proposer shall use a dispatch center that is authorized by the EMS Agency to perform Emergency Medical Dispatch (EMD). This center must be accredited by the International Academy of Emergency Medical Dispatch (IAED). The successful proposer will either operate an accredited EMD center or contract with an existing accredited EMD center with contractual assurance that the EMD center will maintain its accreditation with IAED. The Selected Proposer’s ambulance services shall be provided at the paramedic (ALS) level, while some services, including non-acute urgent requests (as described within this RFP), may be provided at the EMT (BLS) level in accordance with current medical protocols and policies approved by the LEMSA Medical Director. BLS units cannot be substituted for ALS units on requests/responses that are prioritized to require ALS.

BASIC SERVICES

This list of Selected Proposer's responsibilities should be considered illustrative only and is not a complete list of responsibilities. For requests originating within the County, the Selected Proposer shall (at a minimum) perform the following services to the complete satisfaction of the County:

- For emergency ambulance requests, provide ambulance services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of this Contract.
- Provide ambulance services without regard to the patient's race, color, national origin, religious affiliation, sexual orientation, age, gender, or ability to pay.
- Employ and manage all personnel in manner to effectively meet the contractual obligations outlined within this RFP.
- Furnish all in-service trainings that are required of all personnel.
- Procure and maintain vehicles, fuel, lubricants, and insurance on vehicles and equipment.
- Operate its ambulance system to meet all applicable staffing, clinical, and response time requirements.
- Maintain superior working relationships with EMS System participants and partners.
- Ensure courteous, professional, and safe conduct of all ambulance personnel and other staff at all times.
- Maintain neat, clean, and professional appearance of all personnel, equipment, and facilities.
- Promote and maintain the excellent reputation of the County's EMS System through superior service and courteous and professional conduct, participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints, leadership in community activities including health fairs, school demonstrations, CPR programs, and civic affairs, and upon request, participation in local media events, business, and social group meetings.
- Actively participate in the medical audit and Quality Management processes, provide special training and support to personnel in need of assistance in specific skills or knowledge areas, and provide additional clinical leadership by maintaining current and extensive knowledge of developments in EMS equipment, procedures, and research.
- Maintain personnel certifications in accordance with local and state laws and regulations.
- Advise the LEMSA Director or their designee concerning any financial and operational implications of proposed changes under consideration for adoption, including submission of a written "Financial Impact Statement," if requested.
- Keep LEMSA informed in a timely manner of all activities, issues, and policy or procedure modifications that may reasonably be expected to affect the County's EMS System.
- Develop a deep understanding among its employees of the unique structure and operation of the County's EMS System and the role of LEMSA through formal orientation and regularly scheduled in-service programs.

- Stay current with and comply with all federal laws, state laws and regulations, and local ordinances and policies.

SECTION 5 – CLINICAL STANDARDS

5.1 QUALITY MANAGEMENT PROGRAM

Clinical performance is the cornerstone of the Contra Costa EMS system. Accordingly, LEMSA requires that the Selected Proposer develop and implement a comprehensive quality management program that meets the requirements of the California Code of Regulations, Title 22, Chapter 12 (EMS System QI) and is within the protocols and standards established by LEMSA. The Selected Proposer must incorporate compliance assurance, process measurement and control, and process improvement that is integrated with the entire EMS System, including first responder agencies and LEMSA.

The delivery of clinical care shall be “evidence-based,” which means that care shall be consistent with clinical best practices at the time of Contract award and shall continuously evolve during the Contract period as evidence for clinical best practices dictates.

Proposer will describe their overall approach to comprehensive quality management and the tracking and reporting of clinical Key Performance Indicators (KPIs). A sample (for illustrative purposes only) of the type of initial monthly reporting tool LEMSA anticipates the provider will utilize is located in [Appendix 12.7](#).

QUALITY PROCESSES AND PRACTICES

The proposed program should integrate compliance assurance, process measurement and control, and process improvement within the EMS system. This includes first responder agencies, medical communication center operations, and EMS, and should cover prospective, concurrent, retrospective, and reporting/feedback mechanisms as outlined in the County EMS Quality Improvement Program Plan. Proposers must detail how their leadership and staff in Contra Costa County will contribute to the county's quality management program. This involves:

- Senior leadership's active involvement in EMS quality management groups or committees.
- Appointing a Quality Manager to lead the Selected Proposer's quality program.
- Providing detailed key performance indicator reports to the County.
- Engaging in initiatives aimed at enhancing EMS quality within Contra Costa County.
- Outlining a comprehensive approach to quality management.
- Participating in local Health Data Exchange (HDE) initiatives sanctioned by the LEMSA.
- Optimal clinical care and patient outcomes
- Continual skill competency and use of measurable performance standards
- Adherence to LEMSA protocols, policies, and procedures
- High-quality patient care and thorough incident documentation

- Fair evaluation and remediation of clinicians following a just culture approach
- Effective implementation of its Quality Improvement Plan

In preparing a proposal, it's essential for Proposers to thoroughly address key aspects of their leadership and quality management practices. Below are the critical points that need to be included. These elements are crucial for demonstrating an organization's commitment to effective leadership and quality management in their proposal.

- **Leadership Structure** - Provide a detailed description of the organization's leadership structure. This should include an organizational chart that clearly identifies each individual in leadership and quality improvement roles. For each person listed, include their name and the amount of time dedicated to their position, expressed as a full-time equivalent (FTE) percentage (e.g., 0.5 FTE or 1.0 FTE).
- **Quality Management Competencies** - Explain the quality management skills present within the leadership team, emphasizing their proficiency in analyzing performance data and leading improvement initiatives.
- **Quality Management System** - Describe a comprehensive quality management system that covers all critical areas for achieving the organization's goals, including clinical performance, employee management, fleet management, and fiscal sustainability.
- **Communication Methods** - Outline the strategies employed to foster open communication with the workforce, including how the effectiveness of this communication is evaluated. Detail how performance data is communicated to workforce members directly involved in or affected by the performance measures.
- **Promotion of Legal and Ethical Behavior** - Describe the actions taken by the leadership team to encourage legal and ethical behavior throughout the organization. Include the process for addressing instances of ethical misconduct.
- **Cultivation of Safety Culture** - Explain how the organization's leadership promotes a culture prioritizing patient and employee safety.
- **Handling Adverse Situations** - Detail the organization's approach to managing situations that have negatively affected or could potentially affect patients or the public.
- **Understanding Customers** - Explain the methods your organization employs to identify and understand patients' and other customers' desires, needs, and expectations.
- **Incorporating Customer Feedback into Quality Management** - Outline the mechanisms for integrating patient and customer feedback into the quality management processes.
- **Assessment and Monitoring** - Describe the strategies your organization uses to evaluate and track its effectiveness in meeting the needs and desires of patients and other customers.
- **Complaint Management** - Detail the management processes, including how complaints are received, investigated, resolved, and tracked. Explain how complaint patterns are analyzed and provide examples of improvements made from this analysis.

- Infection Control for Clinicians - Explain the procedures for ensuring infection control among the organization's clinicians.
- Confidentiality and Compliance - Ensure that documentation and findings related to the quality improvement process are confidential and comply with legal requirements, including HIPAA Business Associate agreements where necessary.
- Quality Management System - Describe a comprehensive quality management system that covers all critical areas for achieving the organization's goals, including clinical performance, employee management, fleet management, and fiscal sustainability.
- Performance Indicators - Collaborate with the LEMSA Director, Medical Director, and relevant quality committees to define and annually update Key Performance Indicators (KPIs) aiding in measuring progress.
- Compliance Tracking - Include KPIs that monitor adherence to Clinical Performance Standards and LEMSA-prescribed metrics. Describe the method for regularly assessing compliance with LEMSA policies, including monthly reports or real-time dashboards highlighting compliance issues with statistical analysis.
- Learning and Improvement - Describe the approach to continual learning and performance improvement, incorporating industry and non-industry benchmarking strategies.
- Reporting - Agree to produce and provide timely reports on any subject matter requested by the LEMSA, in addition to the reports outlined in the requirements.
- Community Health Improvement Commitment - Illustrate the Proposer's dedication to tangible community health improvements through preventative measures, chronic disease management, or public education initiatives.
- Project Management Approach - Explain the strategy for initiating, overseeing, and evaluating improvement projects.

5.2 CLINICAL PERFORMANCE MEASUREMENT

Whereas response time performance has previously been the central financial disincentive for ensuring Selected Proposer performance in most EMS systems in California and elsewhere, LEMSA intends to make Selected Proposer's adherence to clinical expectations the primary economic driver of performance in the EMS system.

To maintain high-quality EMS services, the clinical quality of the Selected Proposer's care provided to the patients will be routinely measured. The Selected Proposer's superior performance on specific, identified evidence-based clinical metrics will be required. Selected Proposer shall work with LEMSA to develop an electronic reporting method for the measurement of these clinical metrics. A data submission platform shall show clinical metrics in real time and be approved by LEMSA. Measurement of clinical performance will be conducted through a clinical scorecard measuring system defining clinical KPIs as shown in [Appendix 12.7](#).

LEMSA has identified clinical KPIs organized into three (3) Bundles of Care: (1) STEMI (2) Stroke and (3) General, which includes Trauma. These KPIs are considered to have a direct impact on the health and safety of patients within the EMS System. These

metrics may change as needed, determined by performance, EMS System changes, and/or LEMSA’s CQI process. Changes will be made with mutual agreement between LEMSA and Selected Proposer as needed.

Based on the Selected Proposer’s clinical performance through measurement utilizing the clinical scorecard, LEMSA will either provide a financial credit on Response Time Compliance penalties, provide no financial credit, or levy penalties for non-compliant clinical performance. LEMSA intends to evaluate and measure the Clinical Scorecard on a monthly basis, reviewing the Selected Proposer’s performance in all clinical measures, as well as tabulating a weighted total compliance value for all clinical KPIs.

Each Bundle of Care is worth a financial percentage credit for a total available financial credit of 80% toward the overall levied Response Time Compliance penalties for the same month. Bundles of Care percentages include: STEMI 30%, Stroke 20% and General 30%. This may only be applied to the concurrent calendar month of Response Time Compliance penalties. Credits may not be banked or used at a future date.

Bundle of Care	Credit Available
STEMI Bundle	30%
Stroke Bundle	20%
General Care Bundle	30%
TOTAL DISCOUNT AVAILABLE	80%

While compliance with clinical performance standards will be calculated for each month, penalties or credits will not be assessed for any measure in any interval for which there are less than one hundred (100) patient encounters. For purposes of penalty assessments or credits, any measure with less than one hundred (100) patient encounters will not be counted in the subsequent month until one hundred (100) such encounters in any measurement category are recorded. And no penalties may be assessed until the parties have engaged in the collaborative process described herein.

The clinical performance standards set forth in this RFP were derived from a variety of sources. The performance standards are, in most cases, evidence-based or based on national consensus benchmarks. Some specific measures were incorporated from the California EMS Authority EMS Core Quality Measures Project, the National EMS Quality

Alliance (NEMSQA) National EMS Quality Measures Set, American Heart Association Get With The Guidelines, and the National Quality Forum List of Serious Reportable Events.

Categories of clinical performance standards include:

- Serious Reportable Events
- Percentile Clinical Performance Standards (Table #below)

The Selected Proposer understands and expressly agrees that the clinical performance standards set forth in this RFP are subject to change. LEMSA reserves the right to add to, subtract from, or modify the standards set forth herein upon a minimum of sixty (60) days prior notice to Selected Proposer. LEMSA will work with the Selected Proposer during the prior notice period to discuss such proposed changes and, where possible, to aid it in satisfying changes in clinical performance standards.

Selected Proposer will be eligible for financial credit(s) as long as no single clinical metric is at or below the Level 1 threshold for penalties. A financial credit will be applied for each clinical bundle whose weighted average is above the average threshold for that bundle. A maximum of 80% credit may be applied to the Response Time Compliance penalties for that same month, if incurred.

It is important to note LEMSA is currently establishing a baseline level of clinical performance and will finalize a beginning baseline during the beginning two months of this contract, concurrent with the grace period for response compliance. References to a baseline clinical scorecard compliance of 90% (or any other percentage) are for illustrative purposes only. Actual percentages may vary and will be finalized during the contract negotiation process.

Compliance thresholds will be defined as:

- 90% and above – Compliant, Credit available (if eligible)
- 80%-89.99% - Compliant – No Credit Available/No Penalties Applied
- 75%-79.99% - Level 1 Non-compliance
- 74.99% and below – Level 2 Non-compliance

Clinical System	Clinical Metric	Assigned Weight	Weighted Average	Compliance Req'd for discount	Level 1 Threshold	Level 2 Threshold
STEMI BUNDLE OF CARE						
STEMI-1	% of patients with primary impression of CP-ACS or STEMI who received 12-lead ECG	20%	15%	90%	80%	75%

STEMI-2	% of patients with primary impression of CP-ACS or STEMI who receive prehospital ASA	20%	25%	90%	80%	75%
STEMI-3	STEMI ECG acquisition < 10 minutes from on-scene time	20%	25%	90%	80%	75%
STEMI-4	STEMI transmission and notification <10 minutes of first STEMI 12-lead ECG	20%	25%	90%	80%	75%
STEMI-5	Scene time < 15 minutes for STEMI call	20%	10%	90%	80%	75%
		Total 100%				

STROKE BUNDLE OF CARE						
Stroke-1	% of patients with primary impression Stroke/TIA who had blood glucose testing performed	25%	30%	90%	80%	75%
Stroke-2	% of Stroke Alert patients with documented LKWT	25%	30%	90%	80%	75%
Stroke-3	% of patients with primary impression of Stroke with LKWT < 24hrs that had a Stroke Alert documented	25%	30%	90%	80%	75%
Stroke-4	% of Stroke Alert patients with scene time < 15 minutes	25%	10%	90%	80%	75%
		Total 100%				

GENERAL BUNDLE OF CARE						
Trauma-1	% of Trauma Activation patients (Red Boxes) with scene time ≤ 20 minutes	20%	30%	90%	80%	75%
Airway-1	% of patients with waveform capnography performed when advanced airway placed	20%	25%	90%	80%	75%
Airway-2	% of patients with 1st pass ETT success	20%	25%	90%	80%	75%
Pediatric-1	% of pediatric patients (<14yo) with weight documented	20%	10%	90%	80%	75%
Pediatric-2	% of pediatric patients with primary impression Bronchospasm who were treated with β-agonist	20%	10%	90%	80%	75%
		Total	100%			

The Table identifies specific, objective, and readily identifiable adverse or sentinel events that the LEMSA has determined should never occur in the Selected Proposer’s performance of Services under the Contract. Accordingly, upon occurrence of any of these events, and upon completion of the collaborative process prior to the assessment of penalties, the Selected Proposer will pay to the LEMSA the penalty per occurrence in accordance with the process for assessment of penalties set forth in this RFP. Because

of the criticality of Serious Reportable Events, assessment of penalties will begin immediately upon the date Services begin under the Contract. Industry data suggest that these events should indeed be infrequent, and the LEMA accordingly does not anticipate that Serious Reportable Events will result in substantial penalty assessments.

Selected Proposer shall be entitled to present, and the LEMSA shall be obligated to consider, evidence of good cause in requesting exemptions from all penalty assessments.

Occurrence of a Serious Reportable Event is reportable to the LEMSA within twenty-four (24) hours, including weekends and holidays. Serious Reportable Events are reportable regardless of whether Selected Proposer believes that one or more good cause exemptions may be applicable to the assessment of penalties. Note that failure to report a Serious Reportable Event in the required time and manner is itself a Serious Reportable Event for which separate and independent penalties may be assessed.

SERIOUS REPORTABLE EVENTS Occurrence of a Serious Reportable Event is Reportable Within 24 Hours to Contra Costa EMS
Failure to transport a STEMI patient to a STEMI Center
Failure to transport a Stroke Alert patient to a Stroke Center
Failure to transport a Trauma Activation (Red Box) patient to a Trauma Center
Unrecognized esophageal intubation
Patient death or serious adverse consequence associated with known hypoglycemia during interval of EMS care
Death/serious adverse consequence from an incorrect medication or dosage
Death/serious adverse consequence from failure to uses equipment or device properly
Penalty of \$ \$500per occurrence

Example #1:

Refer to the image below. In this example, the Selected Proposer has not incurred a financial penalty for any single metric and is therefore eligible for financial discount(s) toward the same month’s Response Time Compliance penalties, if incurred.

The Selected Proposer has exceeded the Compliance Required for Discount for three (3) out of four (4) Bundles of Care; the STEMI Bundle of Care did not exceed the threshold required for a discount and did not fall below the threshold to incur any

penalties. The Selected Proposer will receive a 60% discount on any incurred Response Time Compliance penalties within the same month.

Clinical System	Clinical Metric	Assigned Weight	Monthly Compliance	Eligible for Fine?	Eligible for Discount?	Weighted Average	Compliance Req'd for discount	Level 1 Threshold	Level 2 Threshold
STEMI BUNDLE OF CARE									
STEMI-1	% of patients with primary impression of CP-ACS or STEMI who received 12-lead ECG	20%	87%	No	No	15%	90%	80%	75%
STEMI-2	% of patients with primary impression of CP-ACS or STEMI who receive prehospital ASA	20%	86%	No	No	25%	90%	80%	75%
STEMI-3	STEMI ECG acquisition < 10 minutes from on-scene time	20%	87%	No	No	25%	90%	80%	75%
STEMI-4	STEMI transmission and notification <10 minutes of first STEMI 12-lead ECG	20%	84%	No	No	25%	90%	80%	75%
STEMI-5	Scene time < 15 minutes for STEMI call	20%	87%	No	No	10%	90%	80%	75%
		100%							
STROKE BUNDLE OF CARE									
Stroke-1	% of patients with primary impression Stroke/TIA who had blood glucose testing performed	25%	97%	No	Yes	30%	90%	80%	75%
Stroke-2	% of Stroke Alert patients with documented LKWT	25%	95%	No	Yes	30%	90%	80%	75%
Stroke-3	% of patients with primary impression of Stroke with LKWT < 24hrs that had a Stroke Alert documented	25%	99%	No	Yes	30%	90%	80%	75%
Stroke-4	% of Stroke Alert patients with scene time < 15 minutes	25%	92%	No	Yes	10%	90%	80%	75%
		100%							
GENERAL BUNDLE OF CARE									
Trauma-1	% of Trauma Activation patients (Red Boxes) with scene time ≤ 20 minutes	20%	93%	No	Yes	30%	90%	80%	75%
Airway-1	% of patients with waveform capnography performed when advanced airway placed	20%	91%	No	Yes	25%	90%	80%	75%
Airway-2	% of patients with 1st pass ETT success	20%	97%	No	Yes	25%	90%	80%	75%
Pediatric-1	% of pediatric patients (<14yo) with weight documented	20%	95%	No	Yes	10%	90%	80%	75%
Pediatric-2	% of pediatric patients with primary impression Bronchospasm who were treated with β-agonist	20%	93%	No	Yes	10%	90%	80%	75%
		100%							

Example #2: In this example, the Selected Proposer has not incurred a financial penalty for any single metric and is therefore eligible for financial discount(s) toward the same month's Response Time Compliance penalties, if incurred.

The Selected Proposer has not exceeded the threshold for a clinical discount for any Bundle of Care and did not fall below the threshold to incur any penalties for any Bundle of Care. Therefore, the Selected Proposer is not eligible for a discount toward Response Time Compliance penalties but will not incur a financial penalty.

Clinical System	Clinical Metric	Assigned Weight	Monthly Compliance	Eligible for Fine?	Eligible for Discount?	Weighted Average	Compliance Req'd for discount	Level 1 Threshold	Level 2 Threshold
STEMI BUNDLE OF CARE									
STEMI-1	% of patients with primary impression of CP-ACS or STEMI who received 12-lead ECG	20%	87%	No	No	15%	90%	80%	75%
STEMI-2	% of patients with primary impression of CP-ACS or STEMI who receive prehospital ASA	20%	86%	No	No	25%	90%	80%	75%
STEMI-3	STEMI ECG acquisition < 10 minutes from on-scene time	20%	87%	No	No	25%	90%	80%	75%
STEMI-4	STEMI transmission and notification <10 minutes of first STEMI 12-lead ECG	20%	87%	No	No	25%	90%	80%	75%
STEMI-5	Scene time < 15 minutes for STEMI call	20%	86%	No	No	10%	90%	80%	75%
		100%							
STROKE BUNDLE OF CARE									
Stroke-1	% of patients with primary impression Stroke/TIA who had blood glucose testing performed	25%	87%	No	Yes	30%	90%	80%	75%
Stroke-2	% of Stroke Alert patients with documented LKWT	25%	86%	No	Yes	30%	90%	80%	75%
Stroke-3	% of patients with primary impression of Stroke with LKWT <24hrs that had a Stroke Alert documented	25%	87%	No	Yes	30%	90%	80%	75%
Stroke-4	% of Stroke Alert patients with scene time < 15 minutes	25%	86%	No	Yes	10%	90%	80%	75%
		100%							
GENERAL BUNDLE OF CARE									
Trauma-1	% of Trauma Activation patients (Red Boxes) with scene time ≤ 20 minutes	20%	86%	No	Yes	30%	90%	80%	75%
Airway-1	% of patients with waveform capnography performed when advanced airway placed	20%	83%	No	Yes	25%	90%	80%	75%
Airway-2	% of patients with 1st pass ETT success	20%	87%	No	Yes	25%	90%	80%	75%
Pediatric-1	% of pediatric patients (<14yo) with weight documented	20%	86%	No	Yes	10%	90%	80%	75%
Pediatric-2	% of pediatric patients with primary impression Bronchospasm who were treated with β-agonist	20%	82%	No	Yes	10%	90%	80%	75%
		100%							

Example #3:

In this example, the Selected Proposer has incurred a penalty for the clinical metric, Trauma-1.

If any clinical bundle is scored at level 1 or level 2, the selected proposal will not be eligible for any response compliance credits. In other words, compliance in any clinical bundle that is below 80% invalidates all opportunity for credits towards response compliance penalty.

Clinical System	Clinical Metric	Assigned Weight	Monthly Compliance	Eligible for Fine?	Eligible for Discount?	Weighted Average	Compliance Req'd for discount	Level 1 Threshold	Level 2 Threshold
STEMI BUNDLE OF CARE									
STEMI-1	% of patients with primary impression of CP-ACS or STEMI who received 12-lead ECG	20%	97%	No	No	15%	90%	80%	75%
STEMI-2	% of patients with primary impression of CP-ACS or STEMI who receive prehospital ASA	20%	91%	No	No	25%	90%	80%	75%
STEMI-3	STEMI ECG acquisition < 10 minutes from on-scene time	20%	93%	No	No	25%	90%	80%	75%
STEMI-4	STEMI transmission and notification < 10 minutes of first STEMI 12-lead ECG	20%	97%	No	No	25%	90%	80%	75%
STEMI-5	Scene time < 15 minutes for STEMI call	20%	95%	No	No	10%	90%	80%	75%
		100%							
STROKE BUNDLE OF CARE									
Stroke-1	% of patients with primary impression Stroke/TIA who had blood glucose testing performed	25%	91%	No	Yes	30%	90%	80%	75%
Stroke-2	% of Stroke Alert patients with documented LKWT	25%	93%	No	Yes	30%	90%	80%	75%
Stroke-3	% of patients with primary impression of Stroke with LKWT < 24hrs that had a Stroke Alert documented	25%	97%	No	Yes	30%	90%	80%	75%
Stroke-4	% of Stroke Alert patients with scene time < 15 minutes	25%	95%	No	Yes	10%	90%	80%	75%
		100%							
GENERAL BUNDLE OF CARE									
Trauma-1	% of Trauma Activation patients (Red Boxes) with scene time ≤ 20 minutes	20%	86%	Yes	No	30%	90%	80%	75%
Airway-1	% of patients with waveform capnography performed when advanced airway placed	20%	91%	No	Yes	25%	90%	80%	75%
Airway-2	% of patients with 1st pass ETT success	20%	95%	No	Yes	25%	90%	80%	75%
Pediatric-1	% of pediatric patients (<14yo) with weight documented	20%	97%	No	Yes	10%	90%	80%	75%
Pediatric-2	% of pediatric patients with primary impression Bronchospasm who were treated with β-agonist	20%	96%	No	Yes	10%	90%	80%	75%
		100%							

5.3 PENALTY PROVISIONS FOR CLINICAL PERFORMANCE

Isolated instances of individual deviations of clinical performance standards may be considered instances of minor noncompliance with the Agreement and will be addressed as outlined in the LEMSA policy. However, deviations of clinical performance standards, which are severe or chronic, may constitute a Default of the Agreement as defined by these specifications.

Failure to comply with any clinical performance metric or other requirements in this RFP or the Agreement will result in non-compliant contract performance. Therefore, the Selected Proposer and LEMSA agree to the penalties specified herein. It is also expressly understood and agreed that LEMSA's remedies in the event of the Selected Proposer's breach or any noncompliance, are not limited to this RFP or the final Contract penalty provisions. Chronic failure to comply with the clinical performance requirements may constitute material breach of contract and may result in the termination of the Agreement.

The Clinical Scorecard outlines the Clinical Performance metrics for which LEMSA may levy penalties and consider the Selected Proposer in breach based on performance. These damages will be assessed monthly.

Level 1 noncompliance will result in a \$1,500 damage per metric, per month.

Level 2 noncompliance will result in a \$3,000 damage per metric, per month.

Selected Proposer will be required to conduct a comprehensive performance improvement process and submit it to LEMSA within 10 business days following the identification of underperformance of the same metric for two consecutive months. LEMSA will review and provide further recommendations as necessary prior to the approval of any proposed corrective action.

Selected Proposer shall not be responsible for the payment of penalties for deficiencies for the first six (6) months after implementation of Services. Penalties may be assessed as set forth in Table for clinical performance deficiencies beginning on the first day of the seventh month after commencement of Services. No assessments will be made prior to engaging in the mandatory collaborative process set forth herein, and good cause exemptions may be presented by the Selected Proposer and will be considered by the EMS Agency

5.4 CLINICAL PERFORMANCE EXCEPTIONS

CLINICAL EXCEPTIONS AND EXEMPTIONS

Both LEMSA and the Selected Proposer desire to reduce the number of exceptions to clinical performance standards granted under the Agreement. Selected Proposer shall develop and maintain mechanisms to routinely monitor and address clinical performance deficiencies.

In cases where the Selected Proposer can demonstrate significant impacts beyond the Selected Proposer's control and the control of the individual clinician(s) that impact clinical performance, clinical performance deficiencies can be excused from clinical performance compliance reports and penalties. Exceptions shall be for good cause only, as determined by LEMSA including automatic appeals and case-by-case appeals.

CLINICAL CARE PROVIDED BY ANOTHER AGENCY ON SCENE

The Selected Proposer shall not be held accountable for the clinical care provided by other agencies on scene unless that care was provided by the Selected Proposer's subcontractor or done at the direction of the Selected Proposer (or representative). However, if the Selected Proposer identifies issues with patient care, patient or crew safety, or any other issues that fall under the LEMSA reporting policy criteria, those instances must be reported to the LEMSA as prescribed by LEMSA policy.

CLINICAL PERFORMANCE EXEMPTION REQUEST PROCESS

It is the Selected Proposer's responsibility to routinely monitor clinical performance and apply to LEMSA for an exception to a required clinical performance metric, utilizing LEMSA-approved method.

If Selected Proposer identifies any response or group of responses that should be excluded from the calculation of clinical performance compliance due to unusual factors beyond Selected Proposer's reasonable control, Selected Proposer must provide

detailed documentation for each actual response in question to LEMSA and request that LEMSA exclude these elements of care from calculations. Any such request must be in writing and received by LEMSA within ten (10) business days following the end of each month.

A request for an exception received after the ten (10) business days will not be considered nor will the request be subject to appeal. LEMSA will review each exception request and decide on approval or denial and shall advise Selected Proposer of its decision. This decision shall be final.

The following shall apply:

- In the monthly calculation of Selected Proposer's performance to determine compliance with the clinical performance standards, every request for service shall be included except those for which exceptions are being granted by the County.
- Equipment failure, staff competence, staff training, or other causes deemed to be within the Selected Proposer's control or awareness shall not be grounds to grant an exception to compliance with the clinical performance compliance standards.
- Exemptions may be requested for the following:
 - Major Disaster/State of Emergency.
 - Known shortage of a medication and/or supply that has been previously reported to LEMSA in a manner approved by LEMSA.
 - Medical care provided by trainees not affiliated with the Selected Proposer (e.g., paramedic interns).
 - Medical Control (i.e., Base Hospital) direction to provide care outside of policy.
 - Unusual circumstances that prohibited the routine delivery of medical care as outlined by LEMSA policy (e.g., an unsafe scene, HAZMAT, etc.).
 - Other good cause that is outside the reasonable control of the Selected Proposer.

5.5 PERSONNEL CERTIFICATION & TRAINING REQUIREMENTS

The Selected Proposer's ambulance personnel responding to emergency medical requests shall be currently and appropriately credentialed to practice in the State of California and meet all local requirements to practice in Contra Costa County as authorized by the LEMSA Medical Director. The Selected Proposer shall, at minimum, conduct criminal background checks on employees upon hire and periodically review driving records of employees. Selected Proposer shall retain on file at all times: copies of the current and valid licenses, certifications, and/or accreditations of all emergency medical personnel performing services under this Agreement. Paramedics and EMTs shall obtain and maintain training as outlined in LEMSA policy.

5.6 CONTINUING EDUCATION PROGRAM REQUIREMENTS

Selected Proposer shall become an approved CE provider, as outlined in the LEMSA policy, and provide in-house or subcontracted in-service training programs designed to meet state qualifications for EMS CE clinical direction following the California Code of Regulations, Title 22, Division 9, Chapter 11, and the LEMSA policy.

The Selected Proposer is responsible for developing and providing, or arranging through subcontractors, in-house Continuing Education (CE) training programs at no cost to employees. These programs must meet State licensure/certification requirements and LEMSA accreditation requirements.

The educational content should be tailored to meet the specific needs of the local system. The LEMSA Medical Director has the authority to mandate specific requirements for the continuing education program and its content. Additionally, LEMSA reserves the right to review and audit any continuing education programs the Selected Proposer offers. It is highly recommended that the Selected Proposer collaborates with, coordinates, and makes continuing education programs accessible to all participants in the EMS system.

Selected Proposer shall also make those programs available to first responders and other EMS System partners at no cost. In addition, Selected Proposer is required to target educational content to address local system needs. All In-service and continuing education programs must comply with state regulations and align with LEMSA policy.

5.7 MEDICAL REVIEW/AUDITS

The goal of the LEMSA medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of a statistically significant random sampling of patient contacts provides a snapshot of the clinical care provision and enables LEMSA Medical Director to identify the need for a more targeted or detailed audit. The process also assists to validate the effectiveness of ongoing process measures to monitor and improve the performance of care.

If the audit process is to be positive, it must be just one component of a quality management program that places the majority of attention and activity on measuring system process performance and routinely engaging in improvement efforts that result in reduction of common causes of process variation and/or improvement in process performance over time. It is Selected Proposer's responsibility to comply with the LEMSA Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

The LEMSA Medical Director may require that any Selected Proposer ambulance transport employee attend a medical audit when necessary. All employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every certificate holder involved in a case being reviewed is not required, unless mandated by the LEMSA Medical Director.

5.8 DEDICATED PERSONNEL

The Selected Proposer's quality management program shall be incorporated into every layer of management and not be assigned to the responsibility of a single frontline or middle management position. A manager with hiring authority shall be responsible for oversight and management of the KPIs and ongoing organization-wide quality management programs.

Selected Proposer shall participate in LEMSA led system-wide research initiatives and provide internal staffing support for components of the research as directed by LEMSA Medical Director.

5.9 CLINICAL INNOVATIONS

It is LEMSA's intent that the successful Proposer has a proven track record of clinical innovations. The Proposer shall routinely work with LEMSA staff and the LEMSA Medical Director to identify data-driven service innovations to elevate the level of clinical care. These innovations can be (but not limited to): clinical audit and evaluation tools, use of new technology or medications, clinical training methodology, provider feedback, data analysis, and CQI methods.

The Proposer shall provide a list of recent clinical innovations that they have implemented within the past five (5) years. The list should include, but not limited to:

- Stated clinical problem/issue being addressed
- Process used to identify solution
- Clinical innovation
- Training development and deployment
- EMS System/partner engagement/inclusion
- How the impact was measured/evaluated
- How associated costs were mitigated

SECTION 6 – OPERATIONAL STANDARDS

6.1 DEPLOYMENT PLANNING

Proposers are required to submit a deployment plan that ensures the provision of 911 response services as outlined in this request for proposal (RFP). The plan must align with the RFP's objectives.

LEMSA NOTIFICATION

The LEMSA understands the Selected Proposer will be developing enhanced coverage and deployment plans during its term of operations. The Selected Proposer shall notify LEMSA within thirty (30) calendar days prior to implementation of any proposed System Management Changes. Including any changes in post locations, hour of day coverage levels, or station changes, LEMSA reserves the right to review the proposed material deployment alterations and request changes. Selected Proposer Periodic and temporary changes to coverage and deployment plans will be at the discretion of the Selected Proposer in accordance with LEMSA policies.

DEPLOYMENT PLAN REQUIREMENTS

Proposer deployment plans submitted to the LEMSA in response to this RFP and for the duration of the Agreement must contain the following:

- Detailed plan for QA/QI of system status management, field response, and how Selected Proposer will ensure their deployment sustains achievement of performance metrics and improves EMS delivery efficiency. At a minimum this plan should include:
 - System status management QA/QI
 - Includes weekly report
 - Analysis of commonalities for late calls including but not limited to:
 - Posts with higher rate of late calls when ERA is level 3 or higher
 - Higher instance of chute times for individual units or posts based on AVL tracking and road/response speeds
 - Time of day / traffic patterns
 - Effective technology/software to track and automate response reports for individual units
- Proposed number of ambulances to be deployed during each hour of the day and day of the week.
- 24-hour and system status management strategies, including call volumes and/or geographic challenges being addressed.
- Mechanisms to meet the demand for emergency response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as high flu season. A process that identifies how additional ambulance hours will be added by the Selected Proposer if the response time performance standard is not met must be included in the plan.

- A map identifying proposed ambulance deployment facilities, station(s) and/or post locations within the geographic zones as indicated in this RFP must be included.
- The Proposer is not required to provide ambulance stations unless staffing 24-hour shifts.
- Workforce necessary to fully staff ambulances identified in the deployment plans.
- Any planned use of on-call crews.
- Ambulance shifts and criteria to be used in determining shift lengths.
- Any use or potential use of mandatory overtime.
- Record keeping and statistical analyses to be used to identify and correct response time performance problems.
- Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

6.2 AMBULANCE STAFFING REQUIREMENTS

ALS RESPONSES

During the term of the Agreement, all ALS level responses, as defined in this RFP, shall be staffed with a minimum of one (1) EMT-P and one (1) EMT. The ambulance shall be equipped to render ALS level care and transport as outlined in LEMSA policy.

Additionally, per local policy, the Selected Proposer is allowed to transport patients using BLS clinicians if, after an initial assessment, the patients meet local policy criteria for BLS transport.

BLS RESPONSES

During the term of the Agreement, all BLS level responses, as defined in this RFP, shall be staffed with a minimum of two (2) EMTs. The ambulance shall be equipped to render BLS level care and transport as required by LEMSA policy. A BLS ambulance shall not be equipped with ALS equipment including but not limited to durable medical equipment, or medications.

ELECTRONIC DATABASE

The Selected Proposer shall maintain a single electronic database for all clinical personnel. The Selected Proposer's database shall maintain a process for ensuring that all EMS clinicians receive all required continuing education (CE) hours and for ensuring the accuracy and integrity of all CE education and record keeping. This includes the process of ensuring attendance at the required CE and verifying the accuracy of the records of the personnel in attendance. AHA BLS, ACLS, PALS, and state EMS license or other county-required training certifications are examples of documentation that would be maintained. The LEMSA shall have electronic access to this database, which will be continually updated to keep records current.

WORK SCHEDULES AND HUMAN RESOURCE ISSUES – AN EMPLOYEE MATTER

Although this is a performance-based Agreement and Selected Proposer is encouraged to be creative in delivering services, Selected Proposer is expected to employ reasonable work schedules and conditions. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. At least 51% of Proposer's workforce shall be full-time employees.

Proposer shall describe:

- Examples of work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.
- Methods that will be used to minimize the turnover rate among the Selected Proposer's personnel.
- How the Proposer will measure workload and fatigue for ambulance crews.
- Personnel recruitment and screening processes.
- Employee retention program.

Crew members working on ambulances in the County with a Unit Hour Utilization (UHU) greater than 0.30 for 24-hour shifts and 0.50 for 12-hour or less shifts shall not be permitted to work shifts (whether scheduled or overtime) longer than 48 consecutive hours and shall not remain on duty for longer than 60 consecutive hours due to late calls or unscheduled holdovers. For higher performance shifts, a rest period of at least 12 consecutive hours between shifts is required. The only exception will be a declared disaster. Proposers should describe their mechanism to assure that these requirements are adhered to.

LEMSA emphasizes that the Selected Proposer is responsible for conducting employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement ultimately executed by the Selected Proposer.

6.3 VEHICLES AND EQUIPMENT

Selected Proposer shall be responsible for acquisition and maintenance of all ambulances, support vehicles, on-board medical supplies/equipment, and office facilities and equipment to be used by Selected Proposer to perform its services under the Agreement. All costs of maintenance, including parts, supplies, spare parts, and costs of extended maintenance agreements, shall be the responsibility of the Selected Proposer.

AMBULANCES

All ambulances shall meet federal, state, and local ordinance requirements as outlined in all applicable California State Statutes and Regulations, and local ordinances. Selected

Proposer shall be responsible for penalties incurred by both contract and ordinance. Proposers shall articulate that their intended fleet can conform to the following requirements:

- Ambulances may be standard Type I, Type II, or Type III.
- Be similarly configured with the capability to carry all supplies necessary to function in accordance with LEMSA System Policies, Protocols, and Procedures.
- It is a requirement that ambulances utilize powered, hydraulic gurneys to reduce incidents of spinal load injuries and increase the margin of safety for patients, EMTs, and paramedics.
- Selected Proposer shall have a mechanism to monitor driver safety through a driver video surveillance system.
- Ambulances shall be limited to a maximum mileage of 300,000miles; in the event there are delays in end-stage ambulance manufacturer or remounting production time, the Selected Proposer can request an exception from LEMSA that includes documentation of regularly scheduled maintenance performed and documentation of delays from the manufacturer.
- Supervisor and other support vehicles shall be limited to a maximum of 250,000 miles.
- As part of the final contract, the Selected Proposer will be required to provide LEMSA with a list of all vehicles detailing make, model, age, and maintenance records.
- Selected Proposer shall maintain a fleet of ambulances that meets or exceeds 120% of the peak level of deployment.
- As technology allows, the Selected Proposer shall explore available green alternatives.

VEHICLE BRANDING

Ambulance vehicles used in providing contract services shall conform with local ordinance for markings, decals, etc. The LEMSA reserves the exclusive right to approve or alter the design, color, and lettering of emergency response vehicles and equipment according to its judgment.

VEHICLE MAINTENANCE

The Selected Proposer shall maintain its vehicles in good working order consistent with the manufacturer's specifications. In addition:

- Detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate.
- Selected Proposer shall employ a 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, as per LEMSA policy.
- Selected Proposer's vehicle maintenance program must be designed and conducted to achieve the highest standards of reliability appropriate to a modern

emergency service and shall comply with or exceed the maintenance standard as outlined in the Commission on Accreditation of Ambulance Services.

- Proposer shall describe its policy for vehicle replacement including the maximum number of years and mileage that an ambulance will be retained in the EMS System.
- Any ambulance or support vehicle with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and remedied.
- The LEMSA requires that ambulances and equipment with defects, including significant visible, cosmetic damage, be removed from service for repair without undue delay.
- Any vehicle failure during an emergency (911) response must be reported to LEMSA according to local policy or within 24 hours, whichever prescriptive timeframe is shorter. Subsequent (same) vehicle failures during a 6-month period shall not constitute good cause for response exemption.
- Proposers shall outline their strategy for maintaining EMS clinician safety during patient transport, including specifically the use of restraint/harness systems by EMS clinicians in the patient compartment.

EQUIPMENT

Selected Proposer shall have sole responsibility for furnishing all equipment necessary to provide required service. All equipment on board, including medical supplies and communication devices the Selected Proposer uses, will adhere to or surpass the minimum standards set by applicable LEMSA policies. Additionally, new items must receive explicit approval from the LEMSA Director before any purchase is made. Selected Proposer agrees that equipment and supply requirements may be changed with the approval of the LEMSA Director due to changes in technology, regulations, or for other appropriate reasons.

- Each ambulance shall carry standardized on-board equipment, medical supplies, and personal communications equipment and supplies that meet federal, state, and LEMSA requirements, policies, and procedures.
- Such equipment and supplies will be stored in the same or similar location in all ambulances.
- All expendable supplies including medications and controlled substances must be restocked by the Selected Proposer.
- All medical equipment shall always be in good repair and safe working order. Selected Proposer shall maintain accurate durable medical equipment routine checks, maintenance, failure and occurrence records, which will be made available to LEMSA.
- Each ambulance shall be fully stocked and with sufficient medical equipment and expendable supplies to accommodate replacement during repair and for times of excessive demand in the system.
- All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties, shall be at the Selected Proposer's expense.

- The Selected Proposer shall describe how upgrades to equipment will be handled and funded, during the duration of the contract including items such as biomedical devices or other equipment as deemed appropriate by the LEMSA.
- The Selected Proposer agrees that equipment and supply requirements may be changed with the approval of the LEMSA Medical Director due to changes in technology. To the maximum extent feasible, all equipment and supplies to be exchanged shall be fully interchangeable/interoperable with those of all provider agencies including first responders in the system.
- Any piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service, replaced with working equipment, and remedied prior to the piece of equipment going back into service.
- The Selected Proposer shall maintain a reserve/backup cache of biomedical equipment to ensure consistent service delivery should critical pieces of equipment fail or require repair/service that meets or exceeds 120% of the peak level of deployment.

SUPERVISOR VEHICLES/QRVS

Supervisor vehicles and QRVs must be able to carry all supplies necessary to function as an ALS First Responder according to LEMSA Policies and Procedures.

MINIMUM IN-SERVICE EQUIPMENT AND SUPPLY REQUIREMENTS

The LEMSA has the authority to inspect Selected Proposer's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements as outlined in LEMSA policy, LEMSA may:

- Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission. The foregoing shall not preclude dispatch of the nearest available ambulance, even though not fully equipped, in response to a life-threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene.
- Adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Selected Proposer shall comply with these protocols.

6.4 COMMUNICATIONS SYSTEMS

AMBULANCE COMMUNICATIONS EQUIPMENT

Selected Proposer will be responsible for purchasing/leasing, installing, and maintaining all telecommunications equipment at the appropriate frequencies necessary to complete the services described in this RFP.

- Selected Proposer shall equip each ambulance with one portable East Bay Regional Communications System (EBRCS) radio for each crew member and one EBRCS mobile radio.
- Selected Proposer shall equip each ambulance with one mobile telephone.
- The use of Automatic Vehicle Locators (AVLs), Mobile Data Computers (MDCs), and Global Positioning System (GPS) mapping technology is required. The AVL system must interface with the County Designated Communications Center Computer Aided Dispatch (CAD) system. The Selected Proposer is responsible for all costs associated with the purchase and ongoing operations of the AVL system.
- The AVL system must have a playback function that can retrospectively show all unit locations and movement speed at any given time over the prior 30-days.
- Selected Proposer shall equip each ambulance, Quick Response Vehicle (QRV), and field supervisor vehicle with a mobile computer with Mobile Data Computer (MDC) capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance shall be equipped with AVL and GPS fully interfaced to the CAD system for unit recommendation and System Status deployment purposes.
- Selected Proposer shall equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs.
- Communication equipment for ambulance-to-hospital communication must be configured to allow the personnel providing direct patient care to communicate directly with the base or receiving hospital staff about the patient.
- Selected Proposer shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable LEMSA Medical Director rules and operating procedures, data and reporting requirements.

6.5 TECHNOLOGY AND DATA MANAGEMENT

The Selected Proposer shall provide comprehensive operations, clinical, and administrative data through an integrated data management system that supports both retrospective analysis and real-time monitoring. This system must be capable of seamless integration with the LEMSA data vendor FirstWatch to ensure ongoing assessment of system health, enable data-driven decision-making, and facilitate efficient data sharing across relevant platforms and stakeholders.

DISPATCH AND/OR RECORDS MANAGEMENT COMPUTER(S)

Any Records Management System utilized by Selected Proposer shall include security features preventing unauthorized access or retrospective adjustment, and full audit trail documentation.

ESSENTIAL PATIENT CARE RECORD (PCR) AND ASSIGNMENT DATA

The Selected Proposer shall utilize LEMSA-approved electronic patient care report (ePCR) for patient documentation on all EMS System responses in accordance with LEMSA policies. The ePCR shall be accurately completed to include all information required by established state and LEMSA policies and procedures. Selected Proposer shall, at its expense, utilize FirstWatch to independently monitor response intervals and to facilitate real-time and retrospective analysis of Selected Proposer's response capabilities and performance.

For every patient interaction, Patient Care Reports must be completed promptly following the guidelines and deadlines set by the LEMSA, which are subject to change. Generally, reports should be finalized no later than twelve hours after the incident or by the end of the shift in which the interaction occurred unless instructed otherwise. EMS clinicians are also required to share all necessary patient information at the time of care transfer to ensure seamless continuity of care. The Selected Proposer is responsible for implementing robust administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and security of all patient data, in full compliance with HIPAA security rules, the Health Information Technology for Economic and Clinical Health (HITECH) Act, and any other applicable federal, state, and local regulations. At their own cost, the proposer will maintain and upgrade these safeguards as necessary to address emerging risks, ensure continuous protection of patient information, and adhere to industry best practices for data security, including encryption, access control, and secure data transmission.

RECORDS

Selected Proposer shall complete, maintain, and provide to LEMSA, if requested, adequate records and documentation to demonstrate its performance compliance and aid within the County in improving, modifying, and monitoring the EMS System.

6.6 NON-CLINICAL TRAINING

COMPANY ORIENTATION AND ONGOING PREPAREDNESS

Selected Proposer shall propose how they intend to properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum: provider agency policies and procedures; map reading skills including key landmarks, routes to hospitals, and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement, and the billing and reimbursement process and compliance. Orientation shall include an EMS System orientation provided by or approved by LEMSA.

DRIVER TRAINING

Selected Proposer shall maintain an ongoing driver training program for ambulance personnel. The program shall meet all requirements outlined in the applicable County ordinance.

6.7 CRITICAL INCIDENT STRESS MANAGEMENT

Selected Proposer shall establish stress management and employee resilience programs for its employees to include an ongoing stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.

6.8 TREATMENT OF INCUMBENT WORK FORCE

A number of dedicated, highly trained personnel are currently working in the County EMS System. To ensure a smooth transition and to encourage personnel to remain with the system, the winning Proposer will be encouraged to recruit from the incumbent paramedic and EMT workforce. Accordingly, the Proposer shall describe their plan to recruit and hire the incumbent workforce, or as applicable, their plan to retain and prevent attrition of incumbent workers.

CHARACTER COMPETENCE AND PROFESSIONALISM OF PERSONNEL

The parties understand that ambulance services are often rendered in the context of stressful situations. Selected Proposer shall address and follow provider agency processes, LEMSA reporting policy, and all applicable Federal and State statutes and regulations. All persons employed by Selected Proposer in the performance of its work shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check.

DISCRIMINATION NOT ALLOWED

During the performance of the Agreement, Selected Proposer agrees that it will comply with all applicable provisions of federal, state, and local laws and regulations prohibiting discrimination. Specifically, Selected Proposer warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and all other regulations promulgated thereunder. Selected Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, or age. Selected Proposer will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual orientation, or age. Such action shall include but is not limited to the following: employment, upgrade, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection, including apprenticeship.

6.9 DISASTER RESPONSE AND PREPAREDNESS

DISASTER RESPONSE PLANNING

Selected Proposer shall develop an internal disaster plan to accommodate staffing, supplies, deployment, communications, and maintenance of normal operations for a minimum of a 72-hour period. Selected Proposer shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include a means for Selected Proposer to alert off-duty personnel.

DISASTER RESOURCES

Selected Proposer shall agree to house, staff, and deploy the EMS Authority issued Disaster Medical Support Unit (DMSU). This unit shall only be deployed and used as approved/directed by the Contra Costa County Medical Health Operational Area Coordinator (MHOAC) or designee. The Selected Proposer shall have a reserve fleet of ambulances as indicated in this RFP. These ambulances shall be in good working order, and ready for immediate deployment. The Selected Proposer shall maintain a reserve fleet of supervisor/support vehicles at 120% of peak deployed support units.

MULTI-CASUALTY/DISASTER RESPONSE

The Selected Proposer must fully cooperate with LEMSA in providing emergency assistance during disasters or in response to multi-casualty incidents, as outlined in the County's emergency plans. This includes participating in disaster preparedness planning for the County's Operational Areas upon request through the appropriate channels. The Selected Proposer must also adhere to the disaster medical health emergency operations structure, following MHOAC directions from the LEMSA Director, County Health Officer, or their designees.

MUTUAL AID REQUIREMENTS

Selected Proposer shall respond in a mutual aid capacity to other service areas outside the County as directed by Contra Costa County MHOAC or designee. Should the MHOAC request the Selected Proposer provide mutual aid outside the County, exceptions shall be made for good cause only, as determined by LEMSA, including automatic appeals and case-by-case appeals. The County has an agreement to provide ambulance mutual aid with other jurisdictions within the region and State, by way of the Mutual Agreement in [Appendix 12.12](#). The Selected Proposer is expected to comply with the terms of said Agreement when providing mutual aid as outlined in the Agreement.

EMERGENCY OPERATIONS PLAN

Selected Proposer shall be prepared to fulfill their role in the County's Emergency Operations Plan and Mass Casualty Incident (MCI) plans.

CONTINUITY OF OPERATIONS PLAN

Proposers are required to detail in their proposal how they will ensure the continuity of key administrative and operational functions in case of emergencies such as disasters, fires, cyberattacks, or other external threats, to prevent service interruptions. The proposal must outline plans for maintaining continuous access to crucial systems and operations including computer and data systems, communication networks, medication management (including environmental controls), electrical power, and vehicle operations (including fuel), among other critical areas.

DISASTER REIMBURSEMENT

Selected Proposer will ensure all documentation meets FEMA eligibility and/or other federal funding standards, policies, and guidelines when seeking mutual aid reimbursement.

6.10 STANDBY SERVICE

IMMEDIATE NEED AT THE SCENE OF AN EMERGENCY

Selected Proposer shall provide, at no charge to County or requesting agency, standby services at the scene of an emergency incident where there may be an imminent life threat within its emergency response area upon request of a public safety agency. A unit placed on standby shall be dedicated to the incident for which it has been placed on standby until unit is cleared by requesting agency IC OR provider agency clears call for 911 system need as supported by LEMSA policy. Examples of these incidents include, but are not limited to, law enforcement standbys, structure fire standbys, or hazardous response events. When assigned to emergency scenes, Selected Proposer's personnel shall operate under the primary responding agency's incident command structure.

PRE-SCHEDULED STANDBY SERVICES (PRIVATE BUSINESS)

Selected Proposer may provide standbys for events not deemed to be an emergency or immediate need. The Selected Proposer shall propose an hourly rate for ALS and BLS ambulances, as well as a non-transport rate. Examples of these events include, but are not limited to, sporting events, festivals, or protracted emergency incidents such as large wildfires.

SECTION 7 – RESPONSE TIME PERFORMANCE STANDARDS & PENALTIES

7.1 RESPONSE TIME PERFORMANCE, RELIABILITY & MEASUREMENT METHODS

This Agreement is performance based; LEMSA will not limit Selected Proposer's flexibility in the methods of providing ambulance service. Therefore, an error on Selected Proposer's part in one phase of its operation (e.g. system deployment plan, ambulance maintenance, etc.), shall not be the basis for an exception to Selected Proposer's performance in another phase of its operation (e.g., clinical performance or response time performance).

Appropriate response time performance is the result of a coordinated effort of Selected Proposer's total operation and, therefore, is solely Selected Proposer's responsibility. Response time shall be measured in minutes and integer seconds and shall be "time stamped" by the County Designated Communications Center as to service request notification. The County will collaborate with the Selected Proposer to ensure the Selected Proposer's records can obtain timestamps from the same data source used by the County Designated Communications Center.

7.2 RESPONSE TIME PERFORMANCE REQUIREMENTS

This RFP outlines four priorities with which Selected Proposer must comply by meeting specified response times. The call classification as Priority 1 through 3 is accomplished by presumptive Medical Priority Dispatch System (MPDS) determinant arrived at by the County Designated Communications Center in concert with prescribed LEMSA response policy. The call classification as Priority 4 is accomplished by presumptive prioritization by the requesting entity. For response time monitoring, reporting, and compliance purposes within the County, Selected Proposer's response time on requests for ambulance service originating from within the service area shall meet the following performance standards:

EMERGENCY RESPONSE ZONES (ERZ'S)

For the purposes of Ambulance staffing, Response Time monitoring, reporting, and compliance, the Service Area has been divided into four (4) ERZ's. A set of Maps of the County are provided in [Appendix 12.2](#), attached hereto and incorporated herein by this reference, that illustrate the following ERZs:

- ERZ A: The territory of the City of Richmond.
- ERZ B: The territories of the City of El Cerrito, Kensington Fire Protection District, City of Pinole, Rodeo-Hercules Fire Protection District, Crockett-Carquinez Fire Protection District, and that portion of the Contra Costa County Fire Protection District covering San Pablo, El Sobrante, North Richmond, and other areas of western Contra Costa County.

- ERZ C: That portion of the territory of Contra Costa County Fire Protection District covering Walnut Creek, Concord, Clayton, Lafayette, Martinez, Pleasant Hill, and other areas of central Contra Costa County.
- ERZ D: That portion of the territory of Contra Costa County Fire Protection District covering Antioch, Pittsburg, Bay Point, Oakley, Brentwood and unincorporated areas of east Contra Costa County served by Contra Costa County Fire Protection District.

RESPONSE DENSITY ZONES

For the purposes of Response Time monitoring, reporting, and compliance, the Service Area has also been divided into two (2) Response Density Zones, High Density and Low Density, as shown in the Incident Density Map, provided in the appendices, attached hereto and incorporated herein by this reference. Upon Selected Proposer's request, County shall provide this information as a map layer for use with geographic information systems (GIS). Proposers shall provide example of their methodology when assessing/monitoring their system compliance with Response Time Performance. This should include what QA systems will be in place and how those systems translate to transparent QI systems including policy enforcement, policy change, remediation, and visibility by leadership.

RESPONSE TIME CALCULATIONS

On a monthly basis, CCCEMSA shall use Response Time data from Selected Proposer's CAD system via CCCEMSA's online compliance utility tool to calculate Ambulance Response Times to determine compliance with the Response Time Standards described in this RFP. Monthly calendar periods will be used to measure Response Time compliance or calls to off-road locations; and extended delays at hospitals for transferring patients to receiving facility personnel. Equipment failure, Ambulance failure, lost Ambulance crews, failure to effectively manage Selected Proposer's system status plan, or other causes deemed to be within Selected Proposer's or its Ambulance Subcontractor's control, or awareness are not grounds to grant an exemption to a Response Time Standard. Selected Proposer will provide the LEMSA a monthly staffing report for its core deployment schedule to ensure that Selected Proposer or subcontractor is effectively attempting to fill all core scheduled ambulance shifts.

POTENTIALLY LIFE-THREATENING EMERGENCY RESPONSES (PRIORITY 1)

Priority 1 calls are calls for a response to a potentially life-threatening situation and are dispatched with emergency lights/sirens ("Priority 1"). When contacted by a PSAP with a Priority 1 call originating in Selected Proposer's Service Area, Selected Proposer shall place an ALS Ambulance on the scene with maximum Response Times as follows:

- Ten minutes and zero seconds (10:00) to calls originating in ERZ A.
- Eleven minutes forty-five seconds (11:45) to calls originating in ERZ's B, C, and D, except for designated low-density areas.

- Sixteen minutes forty-five seconds (16:45) to calls in Bethel Island.
- Twenty minutes and zero seconds (20:00) to calls in designated low-density areas.

NON-LIFE-THREATENING EMERGENCY RESPONSES (PRIORITY 2)

When contacted by a PSAP with a Priority 2 call originating in Selected Proposer's Service Area, Selected Proposer shall place an ALS Ambulance on the scene with maximum Response Times as follows:

- Fifteen minutes and zero seconds (15:00) in designated high-density areas.
- Twenty minutes and zero seconds (20:00) to calls in Bethel Island.
- Thirty minutes and zero seconds (30:00) in designated low-density areas.

NON-EMERGENCY RESPONSE (PRIORITY 3)

Priority 3 calls are calls for a response to a non-emergency ambulance situation and are dispatched with no emergency lights/sirens ("Priority 3"). When contacted by a PSAP with a Priority 3 call originating in Selected Proposer's Service Area, Selected Proposer shall place an ALS or BLS Ambulance as indicated by LEMSA policy, on the scene with a maximum Response Time as follows:

- Thirty minutes and zero seconds (30:00) in designated high-density areas.
- Forty-five minutes and zero seconds (45:00) in designated low-density areas.

NON-EMERGENCY INTERFACILITY ALS TRANSPORTS (PRIORITY 4)

Non-emergency interfacility transfers are categorized as scheduled with three hours' notice or scheduled with fewer than three hours' notice.

- If Selected Proposer receives a call for an ALS interfacility non-emergency transport with at least three (3) hours' notice, Selected Proposer shall place an ALS Ambulance on the scene within fifteen minutes zero seconds (15:00) of the scheduled pickup time.
- If Selected Proposer receives a call for an ALS interfacility non-emergency transport with less than three (3) hours' notice, Selected Proposer shall place an ALS Ambulance on the scene within sixty minutes zero seconds (60:00) of the time of the request.

Zone or Criteria	Priority 1	Priority 2	Priority 3	Priority 4
ERZ A	10:00	15:00	30:00	-
ERZ B	11:45	15:00	30:00	-
ERZ C	11:45	15:00	30:00	-
ERZ D	11:45	15:00	30:00	-
Bethel Island (ERZ D)	16:45	20:00	30:00	-
Low Density	20:00	30:00	45:00	-
Scheduled: 3-Hour Notice	-	-	-	15:00

Scheduled: < Than 3-Hour Notice	-	-	-	01:00:00
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7.3 EQUITY IN RESPONSE TIMES THROUGHOUT THE COUNTY AND REPORTING PERIOD

The LEMSA recognizes that equity in response times is largely based upon call densities within the County. In developing Response Time Equity Standards, the LEMSA has aggregated all areas of the County into four (4) compliance zones. Superior response time performance early in a month is not a reason or justification to allow inferior response time performance late in the month. Therefore, the Selected Proposer shall use its best efforts to minimize variations or fluctuations in response time performance according to the day of week or week of month.

The LEMSA reserves the right to periodically review any specific area or time frame within the month to identify if there are pockets of inequitable response time performance and refer such findings to Selected Proposer for mitigation. While this requirement does not change the method of calculating contractual response time requirements, Selected Proposer will report its mitigation strategy to LEMSA within ten (10) business days. Chronic patterns of response variation or Selected Proposer’s failure to address significant variations may constitute a breach of the Agreement. The Selected Proposer is responsible for managing time-sensitive aspects of the EMS system, including ambulance patient off-load time (APOT), and providing detailed mitigation strategies to the LEMSA when issues occur concerning APOT. Additionally, the Selected Proposer is encouraged to work with Hospitals to create processes that facilitate rapid offload times. Extended delays may lead to further review and collaboration between the Selected Proposer and hospitals to address the root causes of the delays and improve the overall system's efficiency.

7.4 RESPONSE TIME MEASUREMENT METHODOLOGY

Selected Proposer's response times shall be calculated on a monthly basis to determine compliance with the fractal standard set forth in this RFP. The following are applicable:

TIME INTERVALS

For the purposes of the Agreement, response times shall be measured from the time of alert by the County Designated Communications Center until arrival at incident location by the first arriving transporting ambulance, or the unit is canceled by the calling party or a public safety agency. Arrival at incident location means the moment that the vehicle is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient.

In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient’s location.

In instances when ambulances fail to report "at scene", the time of the next communication with that ambulance shall be used as the "at scene" time (e.g., time at patient). However, Selected Proposer may be able to document the actual arrival time through other means (e.g., First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced and submitted to LEMSA.

EACH INCIDENT A SEPARATE RESPONSE

Each incident will be counted as a single response regardless of the number of units that are utilized. The response time of the first arriving transporting ambulance (as appropriately assigned ALS or BLS response) will be used to compute the response time for that incident. Note: a BLS unit arrival at an ALS designated assignment does not stop the clock, nor will it be counted in the call count.

CALCULATING UPGRADES, DOWNGRADES, AND CANCELED RESPONSES

From time-to-time, special circumstances may cause changes in call priority classification. Response time calculations for determination of compliance with the Agreement standards and penalties for noncompliance will be as follows:

- Upgrades - If an assignment is upgraded prior to the arrival on scene of the emergency ambulance (e.g., from Priority 2 to Priority 1), Selected Proposer's compliance and penalties will be calculated based on the shorter of:
 - The total of the more stringent priority response time standard plus the time already elapsed from the original call receipt; or
 - The original, less stringent priority response time standard.
- Downgrades - If a call is downgraded prior to arrival on scene of the emergency ambulance (e.g., from Priority 1 to Priority 2), Selected Proposer's compliance and penalties will be determined by:
 - If the time of the downgrade occurs after the emergency ambulance has exceeded the more stringent priority response time Standard, the more stringent higher priority standard will apply; or,
 - If the time of the downgrade occurs before the emergency ambulance has exceeded the more stringent priority response time standard, the less stringent lower priority will apply. If the downgrade was justified in the sole discretion of LEMSA, the longer standard will apply.
- Reassignment Enroute - If an ambulance is reassigned enroute or turned around prior to arrival on the scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the response time standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an emergency ambulance on the scene from which the original ambulance was diverted. If an ambulance is diverted to a higher priority call, the new incident begins at the time stamped "call received" for that incident and not the time of the diversion.
- Canceled Calls – If an assignment is canceled prior to arrival on the scene of the emergency ambulance, Selected Proposer's compliance and penalties will be

calculated based on the elapsed time of alert by the County Designated Communications Center to the time the call was canceled. Canceled calls will be counted and included in the monthly compliance reports.

7.5 RESPONSE TIME REPORTING REQUIREMENTS

DOCUMENTATION OF INCIDENT TIME INTERVALS

Selected Proposer shall document all times necessary to determine total ambulance response time. For compliance purposes, all times must be recorded by automated timestamp in the Selected Proposer's CAD, and all times must be auditable by AVL or WAV file. Incident times shall include, but not be limited to:

- Time call received by dispatch from County Designated Communications Center
- Time Selected Proposer alerted
- Time enroute to scene
- Arrival at scene time
- Arrival at patient's side
- Time enroute to transport destination
- Arrival time at the destination
- Time of patient transfer to receiving hospital personnel (transfer of care)
- Time available at the destination (i.e., return to in-service status)

The Selected Proposer must synchronize the clocks on their Mobile Data Computer (MDCs) devices in the Selected Proposer's emergency vehicles with the Coordinated Universal Time ("UTC") time scale. UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation.

RESPONSE TIME PERFORMANCE REPORT

Within ten (10) business days following the end of each month, the Selected Proposer shall use the FirstWatch Online Compliance Utility tool to document and report to LEMSA Director or designee, in the manner required by LEMSA, information as specified in the Data and Reporting Requirements section of this RFP.

- LEMSA shall use response time data in an ongoing manner to evaluate Selected Proposer's performance and compliance with response time standards in an effort to continually improve its response time performance levels.
- Selected Proposer shall identify the causes of failures of performance and shall document efforts in a manner required by LEMSA to eliminate these problems on an ongoing basis.
- Selected Proposer will be required to conduct a comprehensive performance improvement process and submit it to LEMSA within ten (10) business days following the identification of underperformance for two (2) consecutive months. LEMSA will review and provide further recommendations as necessary prior to the approval of any proposed corrective action, to include adjustments to the System Status Plan or other measures to comply with the 90% requirement.

7.6 RESPONSE TIME EXCEPTIONS AND EXEMPTION REQUESTS

EXEMPTION REQUESTS

Both the LEMSA and the Selected Proposer desire to reduce the number of exceptions to response times granted under the Agreement. The Selected Proposer shall develop and maintain mechanisms for backup capacity or reserve capacity to increase unit availability should a temporary system overload persist. However, it is understood that from time-to-time, unusual factors beyond Selected Proposer's reasonable control affect the achievement of specified response times standards. In some cases, late responses can be excused from Response Time Compliance reports and penalties. Exceptions shall be for good cause only as determined by the LEMSA, including automatic appeals and case-by-case appeals.

RESPONSE TIMES OUTSIDE THE PRIMARY SERVICE AREA ARE EXCLUDED

The Selected Proposer shall not be held accountable for emergency Response Time Compliance for any assignment originating outside the awarded EOA. Responses to requests for service outside the EOA will not be counted in the total number of calls used to determine compliance.

EXEMPTION REQUEST PROCEDURE

It is the Selected Proposer's responsibility to apply to LEMSA for an exception to a required response time, utilizing LEMSA-approved methods. If Selected Proposer believes that any response or group of responses should be excluded from the calculation of Response Time Compliance due to unusual factors beyond Selected Proposer's reasonable control, the Selected Proposer must provide detailed documentation for each actual response in question to LEMSA and request that LEMSA exclude these runs from calculations. Any such request must be documented, submitted, and received by LEMSA within ten (10) business days following the end of each calendar month. A request for an exception received after the ten (10) business days will not be considered. LEMSA will review each exception request and decide on approval or denial and shall advise Selected Proposer of its decision. This decision shall be final.

If Selected Proposer believes that any response or group of responses should be excluded from the calculation of Response Time Compliance due to unusual factors beyond Selected Proposer's reasonable control, the Selected Proposer must provide detailed documentation for each actual response in question to LEMSA and request that LEMSA exclude these runs from calculations. Any such request must be in writing and received by LEMSA within ten (10) business days following the end of each calendar month. A request for an exception received after the ten (10) business days will not be considered. LEMSA will review each exception request and decide on approval or denial

and shall advise Selected Proposer of its decision. This decision shall be final. The following exceptions shall apply:

- In the monthly calculation of Selected Proposer's performance to determine compliance with the Response Time Standards, every request for service shall be included except those for which exceptions are being granted by the County.
- Selected Proposer [APOT exemptions will default to current contract compliance process unless/until APOT exemption evolves collaboratively with Selected Proposer and LEMSA](#). Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the Selected Proposer's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.
- Exemptions may be requested for the following:
 - Major disaster/state of emergency
 - Severe weather
 - Local hospital diversion
 - Lack of vehicular access to the patient
 - Dispatch errors
 - Unavoidable delay due to road construction or closure
 - Unavoidable delay by train
 - Unusual System Overload
 - Good cause

7.7 PENALTY PROVISIONS FOR AMBULANCE RESPONSE TIME PERFORMANCE

Isolated instances of individual deviations of response times are considered instances of minor noncompliance with the Agreement. However, deviations of Response Time Compliance, which are severe or chronic, may constitute a Default of the Agreement as defined by these specifications.

Failure to comply with any Response Time Interval, performance, or other requirements in this RFP or the final Contract will result in non-compliant contract performance. It will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, Selected Proposer and LEMSA agree to the penalties specified herein. It is also expressly understood and agreed that LEMSA's remedies in the event of the Selected Proposer's breach or any noncompliance are not limited to this RFP, or the final Contract penalty provisions. Chronic failure to comply with the Response Time Interval requirements may constitute breach of contract.

FAILURE TO PROVIDE DATA TO DETERMINE COMPLIANCE

Selected Proposer shall pay the County \$500 in penalties each and every time an ambulance is dispatched, and the ambulance crew fails to report and document on-scene time. In order to rectify the failure to report an on-scene time and to avoid the penalty, the Selected Proposer may demonstrate to the satisfaction of LEMSA Director

an accurate on-scene time provided documentation provided is in an auditable format with an automated timestamp. The LEMSA may waive the penalties in its discretion for good cause.

Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining Response Time Compliance.

FAILURE TO COMPLY WITH RESPONSE TIME REQUIREMENTS

County may levy and Selected Proposer shall pay LEMSA penalties each and every month that the Selected Proposer fails to comply with the response time requirements for each Compliance Zone (1 through 4). Penalties will be applied on a percentage of compliance for each zone according to the following schedule:

Emergency Ambulance Requests - Priority 1 Responses for each ERZ

Compliance %	Penalty
89% – < 90%	\$15,000
88% – < 89%	\$25,000
<88%	\$50,000

Emergency Ambulance Requests - Priority 2 Responses for each of the ERZ

Compliance %	Penalty
89% – < 90%	\$5,000
88% – < 89%	\$10,000
<88%	\$15,000

Emergency Ambulance Requests - Priority 3 Responses for each of the ERZ

Compliance %	Penalty
89% – < 90%	\$2,500
88% – < 89%	\$5,000
<88%	\$7,500

Non-Emergency ALS Interfacility Transports - Priority 4 Responses for the entire Service Area

Compliance %	Penalty
89% – < 90%	\$4,000
88% – < 89%	\$6,000
<88%	\$7,500

Outlier Response Time Penalties

Priority Level	High-Density Call	Low-Density Call	Penalty
Priority 1	> 18:59	> 29:59	\$1,500 for each response exceeding 1% of total Priority 1 responses.
Priority 2	> 22:59	> 44:59	\$1,000 for each response exceeding 1% of total Priority 2 responses.
Priority 3	> 39:59	>59:59	\$750 for each response exceeding 1% of total Priority 3 responses.
Priority 4	> 29:59 late for scheduled > 89:59 late for unscheduled	>59:59	\$500 for each response exceeding 1% of total Priority 4 responses.

PENALTY FUND

The funds generated through penalties will be placed in a fund for future EMS System Enhancements approved jointly by LEMSA Director and LEMSA Medical Director.

PHASE-IN OF PENALTY PROVISIONS

The LEMSA's goal is to ensure a high-performance EMS System is in place. This represents a system that has high expectations for Selected Proposer performance rather than one that provides for penalties as a normal part of operations. It is anticipated for this RFP that the successful Proposer will perform above standard, and penalties will rarely be assessed.

The LEMSA will require the Selected Proposer to implement a Performance Improvement Plan that includes root cause analysis for any compliance zone falling below 90% for two (2) consecutive months. The Performance Improvement Plan will be reported to and reviewed by LEMSA before the implementation of a corrective action plan.

The LEMSA believes that at the beginning of a new service contract all attempts should be made to comply with Response Time Standards such as System Status Plan adjustments or increased staffing of ambulances prior to assessing any penalties, therefore, imposition of the penalties for ambulance responses will be in effect beginning

the third month of service provided by the Selected Proposer, i.e., If the contract begins in January, the first month penalties will be assessed is March.

PENALTY DISPUTES

Selected Proposer may appeal to the LEMSA Director in writing within (10) business days of receipt of notification of the imposition of any penalty or regarding LEMSA's penalty calculations. Appeals to LEMSA received after (10) days will not be recognized and will not be subject to any appeal process.

In the event that the Selected Proposer continues to dispute any penalties assessed by the LEMSA related to response time compliance after an appeal has been denied, the Selected Proposer may submit a formal appeal for review by an independent third-party adjudicator. The appeal process shall commence within thirty (30) days of the penalty assessment, during which the Selected Proposer must present supporting documentation and evidence substantiating their claim that the penalty was unfairly assessed.

The third-party adjudicator, mutually agreed upon by both the Selected Proposer and the County, shall have the authority to review the evidence and issue a binding decision. The adjudicator's review will consider any extenuating circumstances, including but not limited to extraordinary weather events, unanticipated road conditions, or other emergencies that may have impacted response times.

Both parties agree to comply with the adjudicator's final determination, and any penalty adjustments will be made accordingly. All costs associated with the adjudication process shall be equally shared between the Selected Proposer and the County unless otherwise decided by the adjudicator.

INCENTIVE FOR SUPERIOR CLINICAL PERFORMANCE

Should the Selected Proposer provide clinical performance above the base standards as outlined in this RFP, LEMSA may, at its option, reduce damages for the month as described.

ONLINE COMPLIANCE UTILITY

For the purposes of automated and objective performance tracking, the County uses an online compliance utility (OCU), currently FirstWatch. Proposals shall confirm that Proposers can export data (e.g., CAD, electronic patient care reports [ePCR]) to the OCU service that the County will utilize for response time tracking, exemption automation, real-time performance dashboard, ePCR interface, clinical performance, and custom protocols as needed.

SECTION 8 – ADMINISTRATIVE STANDARDS

8.1 COMMUNITY ENGAGEMENT

Selected Proposer will take significant steps to improve injury prevention and system access through community education programs provided to the school system and community groups. It is LEMSA's expectation that Selected Proposer will plan such programs working collaboratively with other public safety and EMS-related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

Selected Proposer shall ensure EMS services are provided without prejudice or implicit bias. Selected Proposer shall develop internal mechanisms to assess for implicit bias in the provision of EMS delivery. Selected Proposer shall develop and maintain internal education and awareness programs to address any perceived or actual deficiencies in this area. Additionally, Selected Proposer shall ensure field staff have access to a 24/7 language translation line that includes all languages spoken within the County. Selected Proposer will work with LEMSA to ensure the provision of EMS services is conducted in a manner that is equitable, ensuring all those who call for service receive the same level of clinical excellence.

Selected Proposer shall annually plan and implement a definitive and collaborative community education program, which shall include identifying of and conducting presentations to key community groups which influence the public perception of the EMS System's performance, conducting citizen CPR training events, participating in EMS week and other educational activities involving prevention, system awareness/access, and appropriate utilization of the EMS System.

Selected Proposer shall specify how many hours per month it will commit to community education as outlined herein. Selected Proposer shall annually undertake at least one significant project that shall demonstrably improve the health status in the community. Health status improvement programs targeted to "at-risk populations" may include, but are not limited to, seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, CPR training, 911 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety/fall prevention program, or home hazard inspection program. Selected Proposer is to use their best efforts to obtain external grant funding for health status improvement projects.

The Selected Proposer shall assess and address gaps in Automated External Defibrillator (AED) coverage within Contra Costa County by investing \$100,000 in AEDs annually. Activities associated with this include conducting comprehensive assessments to identify underserved areas, engaging with community stakeholders to determine optimal AED placement, facilitating the acquisition and installation of AEDs, and providing necessary training and maintenance to ensure operational readiness. The proposer is expected to collaborate with local businesses, schools, places of worship, and other community organizations to expand AED accessibility and coverage.

The [Selected Proposer will support Richmond Fire Department in becoming an ALS service. Once Richmond Fire Department becomes an ALS service, response time requirements will be adjusted in Zone A from 10:00 to 11:45.](#)

8.2 PATIENT EXPERIENCE EVALUATION

THIRD-PARTY PATIENT EXPERIENCE SURVEYING

Selected Proposer shall deploy at its own expense a third-party patient experience surveying tool that provides patients with an opportunity to provide feedback regarding their experience with the Selected Proposer's service and generate a monthly report. The tool shall provide patient experience performance data for each employee that provided care to patients who completed the survey during the survey period. Input into the survey tool development, and monthly results/reports from surveys, shall include LEMSA.

PATIENT PERCENTAGE

At a minimum, 5% of patients who receive care from the Selected Proposer shall receive a survey. Businesses and congregate care living facilities may be excluded.

TIMEFRAME

The survey shall be conducted within fifteen (15) calendar days of the service delivery date and done so separately from the ambulance bill.

8.3 CUSTOMER SERVICE HOTLINE AND COMPLAINT PROCESS

CUSTOMER ACCESS HOTLINE

Selected Proposer shall establish and publish a Customer Access Hotline (including an online complaint process) giving internal and external customers and system participants the ability to contact a designated liaison of the Selected Proposer's leadership team to discuss commendations or suggestions for service improvements. The number may either be answered by a designated manager, or provide an opportunity for the caller to leave a voicemail message.

NUMBER PUBLICATION

The hotline number will be published on LEMSA's website, the Selected Proposer website, publicized at local healthcare facilities, fire stations, and public safety agencies. The Selected Proposer shall be responsible for monitoring and maintaining this number to ensure its continued operability.

NOTIFICATION

Members of the Selected Proposer's Leadership Team are to be automatically notified via pager/text message of any incoming calls. A management designee must return the

call to the customer within 30 minutes, 90% of the time. If feedback is requested or required, it must be provided by the end of the next business day.

DOCUMENTATION

Third-party software/service will be utilized. At a minimum, the service should automatically capture relevant timestamps and document the complaint and its disposition.

COMPLAINTS

Complaints shall be reported to the LEMSA concordant with established LEMSA policies. Selected Proposer shall also provide a quarterly complaint report that aggregates complaints categorically, e.g., operational, customer service, clinical, patient injury, etc. no later than ten (10) business days following the end of the quarter.

8.4 EMPLOYEE SAFETY AND WELLNESS

The Selected Proposer shall have an employee wellness program and health screenings that are designed to help employees improve their overall physical health. Selected Proposer shall develop an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). Selected Proposer shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission. Selected Proposer shall develop an injury prevention program to reduce work injuries such as back injuries with the use of a power assisted gurney and other employee safety measures.

8.5 INTERNAL RISK MANAGEMENT PROGRAM REQUIREMENTS

Education and intentional prevention of conditions in which accidents occur is the best mechanism to avoid injuries to Selected Proposer staff and patients. Therefore, LEMSA requires Selected Proposer to develop and implement comprehensive health, safety, and loss mitigation program within six (6) months initiation of service under the resulting Agreement, including at a minimum:

- Pre-screening of potential employees (including drug testing).
- Initial and ongoing driver training.
- Lifting technique training.
- Hazard reduction training.
- Reviewing employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues, and involvement of employees in planning and executing its safety program.
- Planning for safety and risk mitigation program that will include, at a minimum:
 - Gathering data on all incidents that occur within Selected Proposer workforce.

- Analyzing the data to find causative factors and determine preventive measures.
- Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.
- Gathering safety information as required by law.
- Implementing training and corrective action on safety related incidents, as required by law.
- Providing initial and ongoing training on those practices and interventions.
- Providing safe equipment and vehicles.
- Monitoring the results of employee compliance or noncompliance with the safety plan and refine the plan as new information becomes available.

8.6 COMMUNICABLE DISEASES, SAFETY, AND PREVENTION

The Selected Proposer shall have a Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to communicable diseases prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.

Selected Proposer shall make available at no cost to its employees all currently recommended and required immunizations and health screening to its high-risk personnel. Selected Proposer shall assign a locally (local to Contra Costa County) employed Communicable Disease point-of-contact with investigative rights, as outlined in LEMSA policy.

8.7 KEY PERSONNEL

The LEMSA requires that the Selected Proposer and any applicable transport subcontractors ensure a safe, respectful, tolerant, and culturally diverse workplace for all employees, including those of any subcontractors who provide services to the County under this Contract.

Selected Proposer shall have a management staffing plan to oversee all aspects of ambulance service including administration, operations, continuing education, clinical QI, record keeping, and field supervision, and Selected Proposer shall provide the qualifications, including resumes and job descriptions, for all management, clinical and supervisory personnel for the ambulance service.

Proposer shall specifically explain their management staffing model showing how they intend to monitor and continuously improve both clinical and operational performance. This is to outline span of control and ensure employees are operating professionally and competently.

- Proposer must have a position dedicated and responsible for contract compliance. This position must be employed by the contracting entity.

Required management positions locally employed by the entity providing ambulance transport (Proposer or Proposer's subcontractor) and assigned within Contra Costa County shall include:

- Operations Manager/Director: A full-time individual dedicated specifically to overseeing EMS Operations in Contra Costa County as their primary role. This individual shall have significant prior experience managing a large, high-performance 9-1-1 EMS System.
- Clinical Manager: A paramedic or nurse with extensive experience in emergency and critical care with experience working clinically sophisticated 9-1-1 ALS emergency ambulance services system. This individual shall be full-time and dedicated to Contra Costa County and shall be responsible for day-to-day clinical oversight of all of Selected Proposer's clinical services, including clinical investigations, new hire orientation, initial and continuing education, employee development, clinical quality assurance, and continuous quality improvement. The Clinical Manager or their designee will be immediately available to field personnel.
- Provider Physician Medical Advisor: An EMS Board-Certified Physician. This individual shall participate in provider CQI, education and training, and be accessible to field employees. This individual is not required to be a full-time employee of the organization but must have minimum of 20 hours per week dedicated to proposer's ambulance operation.
- Field Supervisors: Selected Proposer shall utilize field supervisors for the direct supervision of field personnel. These individuals will ensure that field personnel maintain the highest level of professionalism, patient care, and customer service for all services provided.
 - These individuals shall be credentialed by LEMSA as paramedics.
 - There shall be an appropriate number of Field Supervisors to cover the geography with a reasonable span of control and provide an immediate response for field incidents.
 - Selected Proposer shall have a written program which clearly describes the eligibility criteria, training, roles and responsibilities of field supervisors.
 - On-duty Field Supervisors shall not be regularly scheduled on ambulances and shall be available to and cooperate fully with LEMSA and EMS System partners.
 - First Responder Liaison: Selected Proposer shall designate from among its employees a single individual as its contact person/liaison for the First Response agencies within each response zone.
 - The proposer shall identify the individual within the organization's management staff who will have investigative authority, meaning those who will be responsible for conducting investigations, gathering and analyzing relevant information, and making determinations or recommendations based on their findings
- Finance - This encompasses financial reporting, revenue cycle accountability, patient accounts, and customer service.
- Employment - This area deals with employee safety, health, physical and mental wellness, compliance with workforce and labor laws, and adherence to OSHA standards.

- Compliance - It includes having a designated privacy officer and a compliance officer, who should have the appropriate certifications relevant to the EMS industry.
- Contract Administration - This involves being the contact point for LEMSA staff, County staff, and contracting officials, and managing legal and other related issues concerning contract administration.

8.8 REPORTS REQUIRED

Unless otherwise stated, the Selected Proposer shall provide, within ten (10) business days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated herein. Selected Proposer shall document and report to the County electronically or in writing in a form approved by LEMSA Director. Response time compliance and customer complaints/resolutions shall be reported monthly in a manner approved by LEMSA.

Detailed descriptions of specific clinical performance measures are provided in [Appendix 12.7](#). Reports shall include, at a minimum, the individual reports bulleted below:

CLINICAL

- Clinical Scorecard
- Continuing education reports (Annually)
- Spreadsheet including summary of clinical inquiries and resolutions
- Other QI statistical information reported as requested by LEMSA

OPERATIONAL

- Summary of periodic and temporary unit/deployment changes
- Summary of any operational issues
- Summary of systemic errors that impacted service delivery
 - System Status Management errors
 - Communication/Technological system errors
 - Other relevant issues
- Summary of interrupted calls due to vehicle/equipment failures
- Community education events (Annually)
- PR activities and government relations report (Annually)
- Other reports as requested by LEMSA

ADMINISTRATIVE

- Financial Report, to be conducted Quarterly (unaudited financial and loss statement)
- Yearly audited financial report

- Billing Report, to be conducted Quarterly:
 - Ambulance Bill Collection rate
 - Number of patients sent to collections
- Patient Satisfaction Report
- Customer Hotline Report
- Personnel Report
- Reporting of individuals separated from employment must occur within 3 business days from date of separation
- List of active paramedics and EMTs
- Attrition report
- Other reports as requested by LEMSA

This is not meant to be a complete listing of all required reports nor the frequency with which they are required. The LEMSA reserves the right to request additional reports within the same or different time frames. Selected Proposer shall comply with all reporting requirements.

PARTICIPATION IN SYSTEM DEVELOPMENT AND ENHANCEMENTS

LEMSA anticipates further development of its EMS System and regional efforts to enhance disaster and Mutual Aid response. The LEMSA requires that its Selected Proposer actively participate in regional EMS activities and work groups. Contractor agrees to participate and assist in the development of system changes subject to negotiated costs, if any.

During the term of a contract resulting from this RFP, the Selected Proposer shall participate in studies to determine the efficacy and financial viability of implementing preventative services and alternative solutions that match individual healthcare needs with efficacious and fiscally responsible service for aging, at risk, and mental health patient populations.

Preventative services and alternative solutions include but are not limited to, communications center nurse triage systems, clinical computerized decision support systems, community paramedic programs, alternative destination procedures, “Treat No Transport” protocols, and field telehealth use. All services, solutions and programs shall be medically guided, approved by the LEMSA Medical Director and shall have a comprehensive evaluation process to assess patient outcomes to ensure employee and patient safety. Any solution requiring communications center systems, if implemented, shall use EMD protocols and shall be approved by LEMSA Medical Director.

SECTION 9 – REGULATORY COMPLIANCE AND FINANCIAL STANDARDS

9.1 FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS

Selected Proposer shall comply with all applicable federal laws, rules, and regulations for operation of its enterprise, ambulance services, and those associated with employees.

MEDICARE COMPLIANCE PROGRAM REQUIREMENTS

Selected Proposer shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing, and collection processes. Selected Proposer's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

HIPAA COMPLIANCE PROGRAM REQUIREMENTS

Selected Proposer is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. The three major components of HIPAA include:

- Standards for Privacy and Individually Identifiable Health Information.
- Health Insurance Reform: Security Standards.
- Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

Selected Proposer is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA rules and regulations will be reported immediately to LEMSA/County, along with Selected Proposer's actions, to mitigate the effect of such violations.

9.2 STATE AND LOCAL REGULATIONS

Selected Proposer shall be familiar with and comply with all applicable state and local laws, rules, and regulations for businesses, ambulance services, and those associated with employees. Selected Proposer shall also be familiar with and comply with local ordinance, LEMSA policies, procedures, and protocols. Selected Proposer is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by medical and other state and federally funded programs.

9.3 PATIENT CHARGES AND REVENUE

The primary means of Selected Proposer compensation is through fee-for-service reimbursement of patient charges.

PATIENT CHARGES

Selected Proposer shall receive income from patient charges. Selected Proposer shall comply with fee schedules and rates proposed in response to this RFP, negotiated with LEMSA, and subsequently approved by the County Board of Supervisors. The current rates are included in appendix 12.3. These patient charges shall be the maximum allowed amount.

FEE INCREASES

The County's intent for this Agreement is to provide a business model that will provide high quality, stable, long-term, efficient and cost-effective emergency and advanced life support ("ALS") ambulance services including 9-1-1 emergency response and 7-digit emergency response within the County.

User Fees may be increased annually to adjust for inflation. No later than forty-five days prior to each adjustment date, the Contractor may request the EMS Agency Director consider approval of a User Fee adjustment.

When requested by selected proposer, the County Contract Administrator shall approve annual increases to the higher of either:

- 5%
- A percentage calculated as follows: the average Medical CPI for the most recent and available three-year period, divided by the following: the average dollar amount received by selected proposer from non-public payers for the most recent three-year billing period divided by the average dollar amount received by selected proposer from all payers for the most recent Mature three-year billing period.

Notwithstanding the foregoing, in no event shall the maximum increase exceed nine percent.

In the event that changes occur within the County that substantially impact the Contractor's ability to provide services, such that CPI-based rate adjustments do not compensate for the increased cost of operating the 911 ambulance service, the Contractor may request an additional User Fee increase, which shall be subject to approval by the Contra Costa County Board of Supervisors.

The EMS Agency reserves the right, in its sole discretion, to conduct an audit whenever the Contractor requests a fee increase in excess of ten percent (10%). The purpose of the audit is to conclude whether the Contractor is complying with the financial and operational terms and conditions of the contract. The EMS Agency will

hire the auditor and the cost of the audit will be paid by the Contractor. The auditor will identify key agreement terms and conditions, and review the related documentation (e.g., invoices, agreement amendments, regulatory requirements, accounting records, financial reports, correspondence). the audit report will provide findings, conclusions and recommendations related to the contractor's compliance. failure of the contractor to comply fully with the audit shall result in denial of the requested user fee increase.

RATE REDUCTION

The Selected Proposer shall describe under what circumstances its proposed rate would be reduced, or alternatively, under what circumstances excess funds would be reinvested in the EMS System's development.

9.4 BILLING/COLLECTION SERVICES

The Selected Proposer shall maintain a business presence within Contra Costa County. Selected Proposer shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third-party sources for which they may be eligible. The billing system shall:

- Comply with all Federal, State, and Local regulations.
- Automatically generate Medicare and Medical statements.
- Be capable of responding to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
- Make no attempts to collect its fees at the time of service.

9.5 BILLING SYSTEM PROFESSIONALISM AND REGULATORY COMPLIANCE

The Selected Proposer shall conduct all billing and collection functions for the EMS System in a professional and courteous manner.

9.6 ACCOUNTING PROCEDURES

INVOICING AND PAYMENT FOR SERVICES

LEMSA shall render its invoice for any fines, penalties, or other fees to the Selected Proposer within ten (10) business days following Selected Proposer's completion or validation of reports or data. The Selected Proposer shall pay LEMSA on or before the 30th day after receipt of the invoice. Any disputes regarding the invoiced amounts should be resolved in this thirty-day period. If they have not been resolved to LEMSA or Selected Proposer's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect any further resolution of disputed amounts.

AUDITS AND INSPECTIONS

The Selected Proposer shall maintain separate financial records for services provided pursuant to the Agreement in accordance with generally accepted accounting principles. With reasonable notification and during normal business hours, LEMSA shall have the right to review any and all business records including financial records of Selected Proposer pertaining to the Agreement.

All records shall be made available to LEMSA at their local office or other mutually agreeable location. LEMSA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.

On an annual basis, the Selected Proposer shall provide LEMSA with audited financial statements by certified public accountants for the Selected Proposer's ambulance operations and/or separate business records of financial accounting of any other businesses that share overhead with the Selected Proposer's ambulance service operation. In its sole and exclusive discretion, the LEMSA will permit non-private entities to meet this requirement in an equivalent manner as specified in the Provision for Fairness in Government/Private Competition document in [Appendix 12.13](#). A governmental entity, if awarded the Agreement, will be required to account for funds in such a manner that complies with General Accounting Standards Board principles.

The financial position and results of operations under the Agreement shall be presented in such a manner, as if that agency were a for profit commercial corporate enterprise. Such funds must include all assets necessary to deliver the contracted service or absorb a reasonable cost allocation for use of assets belonging to other funds or account groups. Selected Proposer will be required by LEMSA to provide LEMSA with periodic report(s) in the format approved by LEMSA to demonstrate billing compliance with approved/specified rates.

9.7 INSURANCE PROVISIONS

The Selected Proposer shall keep in effect during the entire term of the Contract and any extension or modification of the Contract insurance policies meeting the insurance requirements set forth in [Appendix 12.10](#) unless otherwise expressed in the Contract. A comprehensive set of insurance documentation illustrating mandatory coverage must be physically located at Selected Proposer's headquarters and available for LEMSA review at all times throughout the contract.

Before an award can be made, Proposers must submit documentation, including an insurance certificate and an additional insured certificate that names the County and meets the RFP's minimum insurance requirements. If a Proposer self-insures for any of the coverages outlined in the RFP, they must provide adequate proof for the County to independently determine if the coverage requirements are met.

TERMS & CONDITIONS IN THE EVENT OF ANY POSSIBLE FUTURE CONTRACT

Proposers agree to be bound by the County's terms and conditions for independent contractors included in the attached Template for Agreement for Services of Independent Selected Proposer in the appendices, including the indemnification and insurance requirements included therein.

9.8 PERFORMANCE SECURITY

The Proposer must be able to obtain and maintain in full force and effect, to LEMSA's satisfaction, throughout the term of the Agreement, a performance guarantee equivalent to six (6) months of operating expenses, which shall be in no event less than five (5) million dollars. The performance security shall be in the form of cash, letter of credit, or performance security bond, or in another form approved by the LEMSA. Proposers shall describe how they meet this requirement if different from the performance bond option below.

A performance bond must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.

A governmental entity, if awarded the Agreement, will be required to account for funds in such a manner that complies with General Accounting Board principles and is accepted by the County's Auditor-Controller's office. Such funds must include all assets necessary to deliver the contracted service or absorb a reasonable cost allocation for use of assets belonging to other funds or account groups.

NON-CANCELLATION

The Selected Proposer must furnish a performance bond or letter of credit that cannot be canceled without giving the LEMSA thirty (30) days' written notice. If the bond or letter of credit is to be canceled, the Selected Proposer must supply a replacement security, approved by the LEMSA, within twenty (20) days after the thirty-day notice period begins. Additionally, if the guarantor/surety faces liquidation or conservatorship, the Selected Proposer must provide a new, acceptable security to the LEMSA within twenty (20) days of the event.

SECTION 10 – DEFAULT, TERMINATION AND OTHER GENERAL PROVISIONS

10.1 CONTINUOUS SERVICE DELIVERY

Selected Proposer expressly contracts that, in the event of a breach by Selected Proposer under the Agreement, Selected Proposer will work with LEMSA to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Selected Proposer agrees that there is a public health and safety obligation to assist LEMSA in every effort to ensure uninterrupted and continuous service delivery in the event of a default, even if Selected Proposer disagrees with the determination of default.

10.2 DEFAULT AND PROVISIONS FOR TERMINATION OF THE AGREEMENT

DEFINITIONS OF BREACH

Conditions and circumstances that shall constitute a material breach by Selected Proposer shall include but not be limited to the following:

- Continued failure of Selected Proposer to operate the ambulance service system in a manner which enables LEMSA or Selected Proposer to remain in substantial compliance with the requirements of the applicable Federal, State, and local laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach unless there are willful and repeated breaches.
- Falsification of data supplied to LEMSA and/or the State of California by Selected Proposer during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under Contract.
- Continued failure by Selected Proposer to maintain equipment in accordance with acceptable maintenance practices.
- Deliberate, excessive, and unauthorized scaling down of operations by Selected Proposer to the detriment of performance during a "lame duck" period.
- Continued attempts by Selected Proposer to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent procurement cycle.
- Continued attempts by Selected Proposer to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations.
- Chronic and persistent failure of Selected Proposer's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.
- Continued failure of Selected Proposer to comply with approved rate setting, billing, and collection procedures.
- Repeated failure of Selected Proposer to meet response time requirements after receiving notice of noncompliance from LEMSA.

- Failure of Selected Proposer to provide and maintain the required insurance and performance security bond.
- Failure of Selected Proposer to comply with the vehicle provisions.
- Continued failure of Selected Proposer to meet minimum equipment standards for ambulances.
- Failure of Selected Proposer to comply with or exceed the minimum employee wage/salary benefit package as submitted; or,
- Continued and repeated material breaches of Selected Proposer's backup provisions.

CURE OF MATERIAL BREACH

- Notification and Cure Process:
 - In case of a material breach, the County must notify the Selected Proposer in writing, detailing the breach's specifics.
 - Unless the breach poses an immediate public health threat (as determined by the LEMSA Director), the Selected Proposer has 60 days from notice receipt to remedy the breach. Within 24 hours of notice receipt, the Selected Proposer must submit a corrective action plan to LEMSA.
 - Failure to address the breach or submit the plan timely may lead County to terminate contract and LEMSA to assume control of the Selected Proposer's operations covered under this agreement, with full cooperation required for a smooth transition.
- Litigation Rights:
 - The Selected Proposer can contest the material breach finding through litigation. However, this does not hinder the County's immediate operations takeover during the emergency.
- Effects on Selected Proposer Rights:
 - Supporting the emergency takeover does not mean the Selected Proposer agrees with the breach finding, nor does it affect their right to later contest the breach declaration in court. However, not fully assisting the County in the takeover can be deemed a material breach in itself, even if the original breach declaration is later found incorrect.
- Termination for Non-Emergency Breaches:
 - For breaches not threatening public health or unresolved breaches by either party, the parties may mutually agree to early contract termination as an alternative resolution.

10.3 TERMINATION

FAILURE TO PERFORM

The County Board of Supervisors, upon written notice to Selected Proposer, may terminate this Contract and provide thirty (30) days' notice should Selected Proposer fail to perform properly any of its obligations following notice from LEMSA. In the event of such termination, the LEMSA may proceed with the work in any reasonable manner it

chooses. The cost to LEMSA of completing Selected Proposer's performance shall be deducted from the Selected Proposer's performance bond without prejudice to LEMSA rights otherwise to recover its damages. Any additional language as detailed in the contract. If the County decides to terminate the contract with the awarded Selected Proposer for any reason, it retains the right to invite the next highest-ranked Proposer to enter into a contract or rebid the project, depending on what is deemed most beneficial.

10.4 EMERGENCY TAKEOVER

In the event that Selected Proposer is in material breach of the standards of performance set forth in the Agreement, which LEMSA determines represents an immediate threat to public health and safety, such Default shall constitute a Default of the Agreement.

In the event of a Default, LEMSA shall give Selected Proposer written notice, return receipt requested, setting forth with reasonable specificity the nature of the Cardinal Default. Selected Proposer shall have the right to cure such Cardinal Default within seven (7) calendar days of receipt of such notice and the reason such Cardinal Default endangers the public's health and safety. Within twenty-four (24) hours of receipt of such notice, Selected Proposer shall deliver to LEMSA, in writing, a plan of action to cure such Cardinal Default. If Selected Proposer fails to cure such Cardinal Default within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of LEMSA) or Selected Proposer fails to timely deliver the cure plan to LEMSA/County's satisfaction, LEMSA may takeover Selected Proposer's operations. Selected Proposer shall cooperate completely and immediately with LEMSA to ensure a prompt and orderly transfer of all responsibilities to LEMSA.

Selected Proposer shall not be prohibited from disputing any such finding of default through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by LEMSA. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a default has occurred shall be initiated and shall take place only after the emergency takeover has been completed.

Selected Proposer's cooperation with, and full support of, such emergency takeover shall not be construed as acceptance by Selected Proposer of the findings and default and shall not in any way jeopardize Selected Proposer's right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of Selected Proposer to cooperate fully with LEMSA to affect a smooth and safe takeover of operations, shall itself constitute a breach of the Agreement. For any default other than a Default by Selected Proposer, the early termination provisions set forth in the Agreement shall apply.

In the event LEMSA determines that a material breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the opinion of the Health Director, such that public health and safety are

endangered, and after Selected Proposer has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the County Board of Supervisors. If the County Board of Supervisors concurs that a breach has occurred and that health and safety would be endangered by allowing Selected Proposer to continue its operations, Selected Proposer shall cooperate fully with LEMSA to affect an immediate takeover by LEMSA of Selected Proposer's ambulances and crew stations. Such takeover shall be affected within not more than 72 hours after the County Board of Supervisors' action.

In the event of an emergency takeover, Selected Proposer shall deliver to LEMSA ambulances and associated equipment used in performance of Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with LEMSA Policies and Procedures.

During LEMSA takeover of the ambulances and equipment, County and Selected Proposer shall be considered Lessee and Lessor, respectively. Monthly rent payable to Selected Proposer shall be equal to the aggregate monthly amount of Selected Proposer's debt service on vehicles and equipment as documented by Selected Proposer at LEMSA's request and verified by County Auditor. County Auditor shall disburse these payments directly to Selected Proposer's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, County shall pay the Selected Proposer the rentals specified in Agreement.

Nothing herein shall preclude LEMSA from seeking to recover from Selected Proposer such rental and debt service payments as elements of damage from a breach. However, Selected Proposer shall not be precluded from disputing the findings or the nature and amount of LEMSA's damages, if any, through litigation.

LEMSA agrees to return Selected Proposer's vehicles and equipment to Selected Proposer in good working order, normal wear and tear excepted, at the end of takeover period. For any of Selected Proposer's equipment not so returned, LEMSA shall pay Selected Proposer fair market value of vehicle and equipment at time of takeover, less normal wear and tear, or shall pay Selected Proposer reasonable costs of repair, or shall repair and return vehicles and equipment. LEMSA may unilaterally terminate takeover period at any time and return facilities and equipment to Selected Proposer. The takeover period shall last, in LEMSA's judgment, no longer than is necessary to stabilize the EMS System and to protect the public health and safety by whatever means LEMSA chooses.

All of Selected Proposer's vehicles and related equipment necessary for provision of services pursuant to this Contract are hereby leased to LEMSA/County during an emergency takeover period. Selected Proposer shall maintain and provide to LEMSA/County a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers, and name and address of lienholder, if any. Changes in lienholder, as well as the transfer, sale, or purchase of vehicles used to

provide ALS services hereunder shall be reported to LEMSA within thirty (30) days of said change, sale, transfer, or purchase. Selected Proposer shall inform and provide a copy of takeover provisions contained herein to lienholder(s) within five (5) days of emergency takeover.

10.5 TRANSITION PLANNING

COMPETITIVE PROCUREMENT REQUIRED

Selected Proposer acknowledges that the LEMSA intends to conduct a competitive procurement process for the provision of ambulance service within the County following expiration of the Agreement. Selected Proposer acknowledges and agrees that County may select a different ambulance service provider to provide exclusive ambulance services within the area specified herein following said competitive procurement process.

FUTURE PROCUREMENT CYCLES

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

10.6 COUNTY'S REMEDIES

If conditions or circumstances constituting a default as set forth in this RFP exist, LEMSA/County shall have all rights and remedies available at law and in equity under the Agreement, specifically including the right to terminate the Agreement. The right to pursue Selected Proposer for damages and the right of emergency takeover as set forth in in this RFP. LEMSA/County's remedies shall be in addition to any other remedy available to LEMSA/County.

10.7 "LAME DUCK" PROVISIONS

Should the Agreement not be renewed, extended, or if notice of early termination is given by LEMSA, Selected Proposer agrees to continue to provide all services required in and under the Agreement until LEMSA, or a new entity, assumes service responsibilities. Under these circumstances, Selected Proposer will, for a period of several months, serve as a lame duck Selected Proposer. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

- Selected Proposer shall continue all operations and support services at the same or greater level of effort and performance as were in effect prior to the award of any subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel.
- Selected Proposer shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting Selected Proposer service and operating costs to maximize or effect any financial gain during the final stages of the Agreement.
- The LEMSA recognizes that if another organization should be selected to provide service, Selected Proposer may reasonably begin to prepare for transition of service to the new entity. LEMSA shall not unreasonably withhold its approval of Selected Proposer's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Selected Proposer's performance during this period.
- Should the LEMSA select another organization as a service provider in the future, Selected Proposer personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence.

10.8 GENERAL REQUIREMENTS, ALLOWANCES, RESTRICTIONS

ANNUAL PERFORMANCE EVALUATION

The LEMSA reserves the right to conduct an annual independent programmatic review to evaluate the performance of the Selected Proposer.

An evaluation report will be provided to the County Board of Supervisors. The following criteria, at a minimum, should be included in the performance evaluation:

- Whether response time performance standards have been met at or are above the minimum requirements in the Contract.
- Whether clinical performance standards have been met at or are above the minimum requirements in the Contract.
- What, if any, innovative programs to improve system performance have been established; and
- That a stable workforce has been maintained and what documented efforts to minimize employee turnover have been taken.

ASSIGNMENT

Selected Proposer shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from LEMSA and any assignment made contrary to the provisions of this section may be deemed a Default of the Agreement and, at the option of the LEMSA, shall not convey any rights to the assignee.

Irrespective of Selected Proposer assigning any portion of this agreement with or without

LEMSA knowledge or consent, the Selected Proposer remains 100% obligated to every deliverable in the contract for service.

Notwithstanding the above, LEMSA shall not unreasonably withhold its permission in response to a request to transfer the Contract to an entity that may seek to acquire the Selected Proposer so long as that entity meets the minimum service qualifications established herein, agrees to the terms of the Contract and is otherwise deemed acceptable by LEMSA.

SUBCONTRACTING

Selected Proposer may not use any subcontractor to perform any of Selected Proposer's obligations under this Contract unless (a) Subcontractor has and maintains a local emergency ambulance permit to operate in Contra Costa County Selected Proposer(b) Selected Proposer has entered into a separate written agreement with the subcontractor which requires the subcontractor to agree to and abide by all the terms and conditions of this Contract. Selected Proposer Notwithstanding the foregoing, Selected Proposer shall not be relieved of any of its duties or obligations under this Contract as a result of entering into a written agreement with a permitted subcontractor.

PERMITS AND LICENSES

Selected Proposer shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations or its subcontractor's obligations under the Agreement. In addition, Selected Proposer shall make all necessary payments for licenses and permits for the services and for issuance of state permits for all ambulance vehicles used. It shall be entirely the responsibility of Selected Proposer to schedule and coordinate all such applications and application renewals as necessary to ensure that Selected Proposer and/or subcontractor is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services. Selected Proposer shall be responsible for ensuring that its employees' state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

COMPLIANCE WITH LAWS AND REGULATIONS

All services furnished by Selected Proposer under the Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be Selected Proposer's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under the Agreement, and to maintain compliance with those applicable standards at all times.

PRIVATE WORK

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

RETENTION OF RECORDS

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

PRODUCT ENDORSEMENT/ADVERTISING

Selected Proposer shall not use the name of LEMSA/County of Contra Costa for the endorsement of any commercial products or services without the expressed written permission of LEMSA/County.

OBSERVATION AND INSPECTIONS

LEMSA representatives will, at any time, and without notification, directly observe Selected Proposer's operations of the dispatch center, maintenance facility, or any ambulance post location. A LEMSA representative may ride as "third person" on any of Selected Proposer's ambulance units at any time, provided, that in exercising this right to inspection and observation, LEMSA representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Selected Proposer employee's duties, and shall at all times be respectful of Selected Proposer's employer/employee relationships.

At any time during normal business hours, and as often as may be reasonably deemed necessary by LEMSA, LEMSA representatives may observe Selected Proposer's office operations, and Selected Proposer shall make available to LEMSA for its examination any and all business records, including incident reports, patient records, financial records of Selected Proposer pertaining to the Agreement. LEMSA may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment agreements, and other documentation for LEMSA to fulfill its oversight role.

OMNIBUS PROVISION

Selected Proposer understands and agrees that for four (4) years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the U.S. Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent agreements, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

SMALL BUSINESS UTILIZATION

Selected Proposer shall consider and make good faith efforts to engage small businesses, women, and minority owned firms in its purchasing and subcontracting arrangements.

RELATIONSHIP OF THE PARTIES

Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of LEMSA and Selected Proposer.

RIGHTS AND REMEDIES NOT WAIVED

Selected Proposer shall covenant that the provision of services to be performed by Selected Proposer under the Agreement shall be completed without further compensation than that provided for herein. The acceptance of work under the Agreement and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Agreement. In no event shall payment of consideration by LEMSA constitute or be construed to be a waiver by LEMSA of any default or covenant or any Default by Selected Proposer. LEMSA's payment shall in no way impair or prejudice any right or remedy available to LEMSA with respect to such default.

CHOICE OF LAW AND PERSONAL JURISDICTION

The parties' agreement will be governed by the law of the State of California. Selected Proposer shall consent to the exclusive jurisdiction of the courts of the County of Contra Costa, California.

END-TERM PROVISIONS

Selected Proposer shall have ninety (90) days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

NOTICE OF LITIGATION

Selected Proposer shall notify LEMSA within twenty-four (24) hours of any litigation or significant potential for litigation related to the Agreement or Selected Proposer's performance thereunder of which Selected Proposer is aware.

GENERAL CONTRACT PROVISIONS

In addition to the specific contract provisions listed in this document; the written Contract will include general conditions required by LEMSA in contracts such as this.

SECTION 11 – SYSTEM INTEGRATION AND SYSTEM INNOVATION

11.1 SYSTEM INTEGRATION

Proposers shall propose how they will maximize the capabilities of system partners to enhance overall system integration to optimize resources, improve population health, and provide additional accountability for first responder fire and EMS agencies and the County.

11.2 SYSTEM INNOVATION

Proposers shall propose how they will innovate within the system to improve patient outcomes, access to care, overall EMS System performance and other system aspects.

HEALTH INFORMATION EXCHANGE

Health Information Exchange (HIE) refers to the secure, effective, and efficient sharing of electronic health data among healthcare institutions. An HIE organization is an entity that oversees or facilitates the exchange of health information among a diverse group of healthcare stakeholders within and across regions, according to nationally recognized standards. Some also allow authorized care team members to use the HIE organization like a search engine to find and use relevant information quickly and efficiently. When widely used, the exchange of health information can transform the way care is delivered by improving physician workflow, fostering increased communication among providers and patients, improving the ability to access and analyze data, and reducing healthcare costs.

There are various ways to exchange health information: directed exchange (push) and query-based exchange (pull), are the most common types of exchange of health information in use today.

- Directed Exchange (push) – capability to send and receive a message securely from one provider to another. This is also referred to as “point-to-point” or “transactional” exchange.
- Query-Based Exchange (pull) – enables users to find and/or request information about one or more individuals from various other care team members, allowing for the creation of a longitudinal, comprehensive view of an individual’s history.
- Consumer Mediated Exchange – ability for individuals to aggregate and control the use of their health information among their care team.

The ability to use an HIE as a resource for an individual's records is especially important to field paramedics and staff in an emergency room setting as individuals or their families may be unable to assist with basic, reliable health information. Not only is it critical that first responders have access to relevant health data, such as medical problems, medications, allergies and end-of-life decisions, but the information they collect must be efficiently communicated to downstream providers. This process is facilitated by "real-time" patient bedside search and entry by EMS care teams and transmittal to the emergency department.

In the future, the EMS system could benefit from more robust access to health information through the use of a Health Information Exchange (HIE) to improve clinical care and access to related services. The Selected Proposer shall participate in HIE initiatives if the County implements a HIE.

SECTION 12 – APPENDICES

12.1 DEFINITIONS

Advanced Life Support - special services designed to provide definitive prehospital emergency medical care as defined in Health and Safety Code § 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Against Medical Advice (AMA) - patients refusing treatment and/or transport against the advice of the prehospital provider.

ALS Unit - an ambulance especially equipped to provide advanced life support services, staffed by at least one Emergency Medical Technician and one Paramedic.

Ambulance - any vehicle specially constructed, modified or equipped and used for transporting sick, injured, or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Service - furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance.

Ambulance Patient Offload Delay - the delay beyond the County's approved benchmark that can occur when transferring care of a patient from emergency service personnel to hospital emergency department staff.

Arrival at Incident Location - the second an ambulance notifies the designated Communications Center that it has stopped at the scene of an incident (the entrance to a specific building, not merely the entrance to the complex in general; or an actual accident scene, not merely an approach location within sight of the accident scene). In cases of response to hazmat incidents or incidents involving a law enforcement agency wherein there is reason to believe the scene to be unsafe, the response time clock shall be stopped the second upon arrival at a designated staging area proximate to the scene.

Automated External Defibrillation (AED) - a portable electronic device that automatically analyzes the heart rhythm and detects a cardiac arrhythmia that may respond to electrical therapy and can deliver a shock to convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

Automatic Vehicle Location System - the system of device that makes use of the Global Positioning System (GPS) to enable remotely tracking and displaying the location of fleet vehicles by using the internet. These systems combine GPS technology, cellular communications, street-level mapping, and an intuitive user interface.

Base Hospital - one of a limited number of hospitals which, upon designation by the local LEMSA and upon the completion of a written contractual agreement with the local LEMSA, is responsible for directing the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the local LEMSA.

Basic Life Support - services designed to provide definitive prehospital emergency medical care as defined in Health and Safety Code § 1797.60., including emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq.

California Division of Occupational Safety and Health Division (CAL/OSHA) - the State Division that protects and improves the health and safety of working men and women in California.

Center for Medicare and Medicaid Services (CMS) - the federal agency responsible for regulating payments and other high-level policies for ambulance services.

Certificate - a specific document issued to an individual denoting competence in the named area of prehospital service as defined in Health and Safety Code § 1797.61.

Computer Aided Dispatch (CAD) - the hardware and software systems used by the County and the Selected Proposer to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real-time maintenance of incident database, and providing management information.

Consumer Price Index (CPI) - a measure of the average change over time in the price paid by urban consumers for a market base of consumer goods and services.

Contract - the agreement between the County and Selected Proposer awarded under the terms of this Request for Proposal.

Contractor - Proposer that is selected to provide the services and execute the Ambulance Services Agreement under the terms of this Request for Proposal.

County - County of Contra Costa, California.

Cultural Competence - (in healthcare) the ability for healthcare professionals to demonstrate cultural competence toward patients with diverse values, beliefs, and feelings.

Dedicated Special Events Coverage – the posting of assigned resources at a scheduled special event.

Density - call density or a concentration of calls for a particular area of the EOAs not to be confused with population density.

Deployment - the procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Designated facility - a hospital which has been designated by a local LEMSA to perform specified EMS systems function pursuant to guidelines established by the authority as defined in Health and Safety Code § 1797.67.

Emergency Medical Services Plan - a plan for the delivery of emergency medical services consistent with state guidelines addressing the components listed in Section 1797.103.

EMS Prevention Program - that program operated by the County to help improve access and reduce emergency response demand among at-risk population groups within the County.

EMS Area - the geographical area within the jurisdiction of the designated local LEMSA.

EMS System - specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery in an EMS area of medical care services under emergency conditions, as defined in Health and Safety Code § 1797.78.

Emergency Medical Dispatcher (EMD) - a person in the employ of or acting under the control of a private or public agency who receives calls requesting EMS and administers emergency medical dispatch protocols approved by the System Medical Director.

Emergency Medical Technician (EMT) - an individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

Exclusive Operating Area (EOA) - an EMS area or subarea defined by the emergency medical services plan for which a local LEMSA, upon the recommendation of a county, restricts operations to one or more ambulance services or providers of limited advanced life support or advanced life support.

First Responder - any employee of a state or local public agency who provides emergency response services, including any peace officer, firefighter, paramedic, emergency medical technician, public safety dispatcher, or public safety telecommunicator.

First Responder Agency - an agency or department with equipment and staff (e.g., fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder prehospital care.

FirstWatch - that commercially available suite of software used to independently monitor and report response times and other clinical factors.

Fractile Response - 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 percentage of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile response time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

Geographical Information Systems (GIS) - a framework for gathering, managing and analyzing data.

Global Positioning System (GPS) - a system that utilizes satellite data to determine location.

Health Equity - the absence of unfair and avoidable or remediable differences in health among population groups defined socially, economically, demographically or geographically.

Health Insurance Portability and Accountability Act (HIPAA) - the law that provides data privacy and security provisions for safeguarding medical information.

High-Performance EMS System - the simultaneous achievement of clinical excellence, response time reliability, and economic efficiency with functional external oversight, full activity-based cost recognition, and performance sustainability.

Incident Command System (ICS) - a standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Interfacility Transportation - for purposes of SCT payment, an interfacility transport is one in which the origin and destination are one of the following: a hospital or skilled nursing facility that participates in the Medicare program or a hospital-based facility that meets Medicare's requirements for provider-based status.

Joint Ventures - two or more corporations or entities that form a temporary union for the purpose of the RFP.

License - a specific document issued to an individual denoting competence in the named area of prehospital service as defined in Health and Safety Code § 1797.61.

Penalties - those funds due from Selected Proposer deemed taken and treated as reasonable estimate of the damages to the County. The remedies in the event of the Selected Proposer's breach or any noncompliance, are not limited to this RFP or the final Agreement penalty provisions.

Medical Director - the physician designated by the County as the Medical Director for its EMS System including, but not limited to, communications personnel, first responders, EMTs and paramedics, regardless of the entity that employs them.

Medical Priority Dispatch System (MPDS)® protocols - the protocols approved by the Medical Director which govern the process of conducting telephone inquiry of persons requesting ambulance service (9-1-1 and 7-digit access), whereby:

- The presumptive priority classification is established.
- The need for first response is determined.
- The need for delivery of pre-arrival instructions to persons at the scene is determined.
- Appropriate pre-arrival instructions are provided.
- Appropriate referrals to alternate resources, if indicated, are given.

Mutual Aid/Mutual Assistance - responses into the Contra Costa County EOAs from a ground transport provider outside the EOAs for the purpose of assisting the Selected Proposer with emergency and/or non-emergency requests for service; or responses by the Selected Proposer to service areas outside the County EOAs for the purpose of assisting the ground transport provider in an adjacent service area.

Mutual aid transport received - an emergency transport rendered by a neighboring mutual aid provider at Selected Proposer's official request pursuant to an approved mutual aid agreement, and which originates within the primary service area, or an area covered by the EOAs.

National Incident Management System (NIMS) - a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Division (OSHA) - the Federal Division that protects and improves the health and safety of working men and women.

Paramedic - an individual whose scope of practice to provide advanced life support is according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

Patient Care Report (PCR) - the written or electronically recorded patient record, in a form approved by the Jurisdiction and the Medical Director, providing for documentation of all required medical, legal, billing, and other information related to a single Patient Transport.

Patient Contact - direct physical contact with, or on-site observation of, that person or persons for whom an ambulance was requested, and in regard to whom the crew completed a PCR, regardless of whether such patient contact did or did not result in Patient Transport.

Post - a designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a “post” may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Proposal Deadline - the closing date associated with this Request for Proposal.

Proposer - any entity seeking to receive a Contract under the terms of the County’s Request for Proposal.

Public Safety Answering Point (PSAP) - that center operated by a local government entity on behalf of the County to receive requests for EMS services.

Public Education - the use of resources at the location of a public education event, such as a CPR program, health fair, school demonstration, civic or neighborhood meeting, or gathering.

Personal Protective Equipment (PPE) - the equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses.

Quality Improvement (QI) - an approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Quick Response Vehicle (QRV) - a vehicle such as a Sport Utility Vehicle (SUV), Pick-up Truck, or similar vehicle designed, operated, and equipped to provide EMS first response service, not including transportation for ill and injured persons.

Record Management System (RMS) - the system for management of records throughout the records-life cycle. The activities in this management include the systematic and efficient control of the creation, maintenance, and destruction of the records along with the business transactions associated with them.

Service Area - the awarded exclusive operating areas.

Scene Control - the broader public safety obligations of management of any EMS scene when a fire or police agency is on scene shall be vested with the appropriate governmental unit and not Selected Proposer. Patient care command shall be vested with the highest level medically trained staff member of the governmental unit until care is transferred to Selected Proposer personnel.

Special Event Coverage - the posting of an ambulance and crew, crew-only, paramedic, or EMT at a scheduled special event or public education event.

Standby Service - services whereby EMS providers locate themselves at a function or event and remain dedicated to that event for its duration, to provide medical care if needed.

System Standard of Care - the compilation of the MPDS protocols, pre-arrival instruction protocols, medical protocols, response time requirements, protocols for selecting destination hospital, standards for certification of prehospital care personnel (i.e., system status controllers/EMS dispatchers, First Responders, ambulance personnel, and medical control physicians), including requirements for on-board medical equipment and supplies, all as approved by Medical Director, and all applicable federal, state and local laws, rules, ordinances and regulations. The System Standard of Care simultaneously serves as both a contractual norm and, where applicable, a regulatory standard. The System Standard of Care shall also include the Proposer's response to this RFP to the extent that it is consistent with this RFP.

System Status Plan (SSP) - a planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week.

Transport (or Patient Transport) - the one-way transport by ambulance of a single patient. For purposes of the Franchise, a round-trip transport of a patient to and from a single location shall be considered two Patient Transports and two separate PCRs will be generated. Furthermore, two patients transported in the same ambulance should be considered one transport.

Unit Hour - one hour of service by fully equipped and staffed ambulance assigned to a call or available for an assignment.

Unit Hour Utilization (UHU) - Unit Hour Utilization (UHU) measures the utilization of the resources deployed within the system. It is measured as the total Time on Task (ToT) from the time that the units are dispatched to all incidents until they return to available status.

Unusual System Overload - at least double the average demand for the day of the week and hour of day for each compliance zone. The average demand for each day and hour is to be calculated on a cumulative basis from the initiation of the franchise during the first two (2) years and on an annual basis using the prior two (2) calendar year's actual run volume for that day and hour, thereafter. LEMSA shall only grant Unusual System Overload-based exceptions if the Contractor took reasonable steps to mitigate the asserted grounds for exception. For example, if the Unusual System Overload was caused by weather, which was known days in advance, the Contractor must have increased staffing or taken other reasonable steps to qualify for an Unusual System Overload exemption.

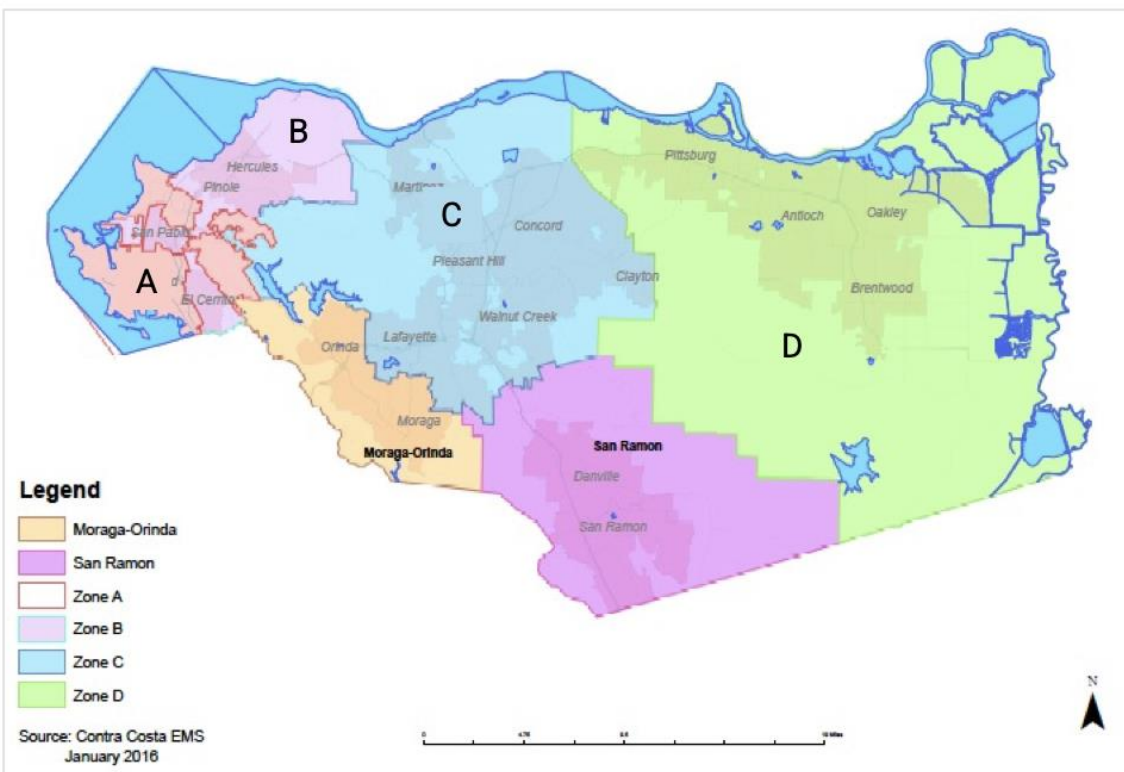
Utilization - a measure that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours consumed in productivity with the total available unit-hours.

12.2 MAPS OF THE COUNTY

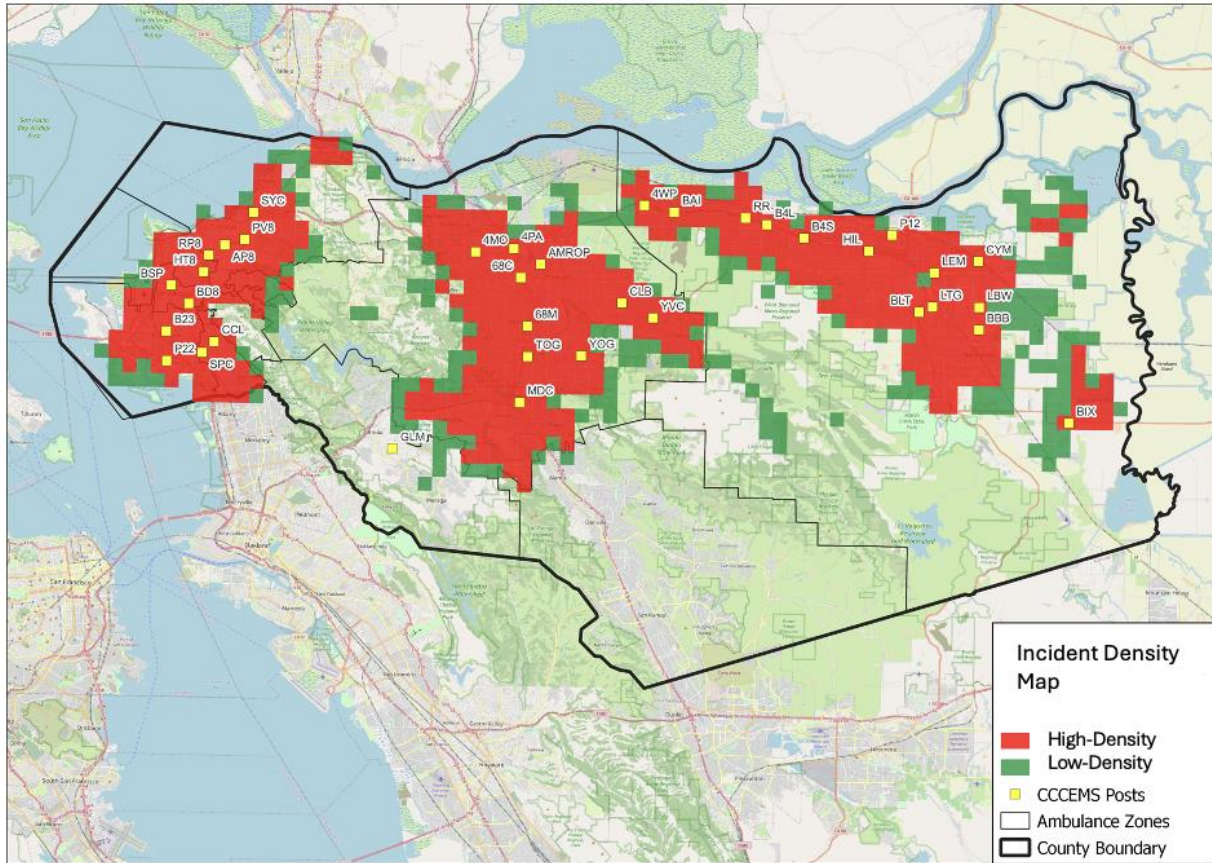
AMBULANCE RESPONSE ZONES

- Residents of Contra Costa County are served by three EMS System ambulance providers:
- Moraga-Orinda Fire District (MOFD) provides exclusive EMS ambulance services to residents in the Moraga-Orinda Ambulance Response Zone.
- San Ramon Valley Fire Protection District (SRVFPD) provides exclusive EMS ambulance services to residents living in the San Ramon Ambulance Response Zone.
- Contra Costa County Fire Protection District (CCCFPD) with their ambulance subcontractor American Medical Response (AMR) provides exclusive emergency ambulance services as the “Alliance” to the remaining portions of the county (Ambulance Response Zones A, B,C and D).

Prior to January 1, 2016 American Medical Response was the sole EMS ambulance contractor for ambulance response zones A through D. Emergency ambulance service areas are illustrated below.



INCIDENT DENSITY MAP



12.3 CURRENT AMBULANCE SERVICE RATES

CHARGEMASTER					
SERVICE	CODE	2019	2020	2021	2022
MILEAGE	A0425	\$53.56	\$58.00	\$62.00	\$65.29
ALSE	A0427	\$2,245.40	\$2,428.00	\$2,565.00	\$2,700.95
ALSNE	A0426	\$2,245.40	\$2,428.00	\$2,565.00	\$2,700.95
BLSE	A0429	\$2,245.40	\$2,428.00	\$2,565.00	\$2,700.95
BLSNE	A0428	\$2,245.40	\$2,428.00	\$2,565.00	\$2,700.95
ALS2	A0433	\$2,245.40	\$2,428.00	\$2,565.00	\$2,700.95
SCT	A0434	\$0.00	\$0.00	\$0.00	\$0.00

MEDICARE AND MEDICAID FEE SCHEDULE				
MEDICARE	2021	2022	2023	AVERAGE
MILEAGE	\$ 7.63	\$ 8.02	\$8.71	\$8.12
ALS1 NON EMERGENCY	\$ 297.45	\$ 312.62	\$342.99	\$317.69
ALS 1 EMERGENCY	\$ 470.97	\$ 494.98	\$543.07	\$503.01
BLS NON EMERGENCY	\$ 247.88	\$ 260.51	\$285.83	\$264.74
BLS EMERGENCY	\$ 396.60	\$ 416.82	\$457.33	\$423.58
ALS 2	\$ 681.66	\$ 716.41	\$786.03	\$728.03
SCT	\$ 805.60	\$ 846.67	\$928.94	\$860.40
MEDICAID	2021	2022	2023	AVERAGE
MILEAGE	\$ 3.55	\$ 3.55	\$ 3.55	\$3.55
ALS1 NON EMERGENCY	\$ 107.16	\$ 107.16	\$ 107.16	\$107.16
ALS 1 EMERGENCY	\$ 118.20	\$ 118.20	\$ 118.20	\$118.20
BLS NON EMERGENCY	\$ 107.16	\$ 107.16	\$ 107.16	\$107.16
BLS EMERGENCY	\$ 118.20	\$ 118.20	\$ 118.20	\$118.20
ALS 2	\$ 118.20	\$ 118.20	\$ 118.20	\$118.20
SCT	\$ 118.20	\$ 118.20	\$ 118.20	\$118.20

12.4 MANDATORY FIRST PAGE FORM

PROPOSAL TO PROVIDE AMBULANCE SERVICES TO
COUNTY OF CONTRA COSTA, CALIFORNIA

****THIS FORM MUST APPEAR AS THE FIRST PAGE OF THE PROPOSAL****

This is a Proposal to receive a Contract from the County to provide ambulance service to persons requesting said services through the County or a County designated emergency dispatch center.

NAME OF
PROPOSER: _____

D/b/a _____
LEGAL
ADDRESS: _____

PHONE: _____
EMAIL: _____ FAX: _____
CONTACT PERSON: _____
PHONE: _____ EMAIL: _____

ADDRESS FOR MAILINGS (if different):

OFFICIAL USE ONLY: DO NOT FILL IN THIS SECTION
PROPOSAL # _____

_____ DATE RECEIVED _____ TIME

12.5 FINANCIAL REVIEW FORM

Standard	Next most Recent FY	Most Recent FY	
≥ 1.30			Current ratio: current assets divided by current liabilities
$\geq \$2,500,000$			Working capital: current assets less current liabilities
≤ 1.66			Debt to equity: long-term debt divided by total shareholders (owners) equity
$\geq \$5,000,000$			Total shareholders (owners) equity

In addition to completing the form above as part of its qualification's requirements, Proposer shall include documentation such as audited financial statements supporting the information provided. Proposer must disclose any material change in financial status occurring subsequent to the most recent reporting period above.

12.6 PRICING FORM

(SUBMIT AS SEPARATELY TITLED FILE)

BLS Transport Rate		\$
ALS Transport Rate		\$
Loaded Ambulance Mile Rate		\$
Treat and no transport charge		\$
Oxygen Rate		\$
BLS Standby Rate		\$
ALS Standby Rate		\$
BLS Standby (Non-Transport) Rate		\$
ALS Standby (Non-Transport) Rate		\$

12.7 CLINICAL SCORECARD

STATE AND NATIONAL BENCHMARKING PARTICIPATION

The Selected Proposer shall submit all data and participate in the California EMS System Core Quality Core Measures Project, CARES, NEMSQA, and The American Heart Association Mission: Lifeline.

CLINICAL PERFORMANCE MEASURES

The following clinical performance measures were developed in conjunction with national model clinical guidelines, the California EMS System Core Quality Core Measures Project, CARES, NEMSQA, the American Heart Association Mission: Lifeline and with input from the Medical Director. The Proposer shall describe their clinical performance standards based on the standards listed below. The Proposal may contain additional clinical performance standards. LEMSA and the Selected Proposer will confer to develop clinical performance measures, definitions, specifications, and standards, which will become part of any future agreement. It is understood, due to the nature of clinical performance standards, a phase-in discovery period will be necessary, and standards may not be defined at the beginning of the agreement.

MEASUREMENT OF CLINICAL PERFORMANCE STANDARDS

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Selected Proposer shall commit to employing whatever level of effort is necessary to achieve the agreed-upon clinical performance standards. The Selected Proposer shall ensure EMS personnel are trained to these standards in a manner consistent with this goal.

Clinical System	Clinical Metric	Assigned Weight
STEMI BUNDLE OF CARE		
STEMI-1	% of patients with primary impression of CP-ACS or STEMI who received 12-lead ECG	20%
STEMI-2	% of patients with primary impression of CP-ACS or STEMI who receive prehospital ASA	20%
STEMI-3	STEMI ECG acquisition < 10 minutes from on-scene time	20%
STEMI-4	STEMI transmission and notification <10 minutes of first STEMI 12-lead ECG	20%
STEMI-5	Scene time < 15 minutes for STEMI call	20%
		100%
STROKE BUNDLE OF CARE		
Stroke-1	% of patients with primary impression Stroke/TIA who had blood glucose testing performed	25%
Stroke-2	% of Stroke Alert patients with documented LKWT	25%
Stroke-3	% of patients with primary impression of Stroke with LKWT < 24hrs that had a Stroke Alert documented	25%
Stroke-4	% of Stroke Alert patients with scene time < 15 minutes	25%
		100%
GENERAL BUNDLE OF CARE		
Trauma-1	% of Trauma Activation patients (Red Boxes) with scene time ≤ 20 minutes	20%
Airway-1	% of patients with waveform capnography performed when advanced airway placed	20%
Airway-2	% of patients with 1st pass ETT success	20%
Pediatric-1	% of pediatric patients (<14yo) with weight documented	20%
Pediatric-2	% of pediatric patients with primary impression Bronchospasm who were treated with β-agonist	20%
		100%

12.8 SAMPLE PROPOSAL EVALUATION CRITERIA EXPLAINED

CREDENTIALS AND QUALIFICATIONS

Demonstrated ability to meet response time standards

- Has the Proposer documented its ability to meet response times such as those outlined herein?

Demonstrated ability to provide a high level of clinical performance

- Has the Proposer provided adequate historical documentation of its ability to provide clinical performance similar to the requirements under this RFP?

Financial strength and stability

- Has the Proposer demonstrated its financial status and capability to assure adequate financing to operate the County EMS System?

Demonstrated expertise in EMS System management

- Has the Proposer provided sufficient information to determine the organization's background and history, including in providing EMS?
- Has the Proposing organization provided services comparable to those outlined in this RFP?

Submission of required organizational documents that demonstrate organizational structure and ownership

- Has the Proposer described its legal structure including type of organization?

COMPLIANCE WITH THE PROCUREMENT PROCESS

- The Letter of Intent was submitted no later than the date listed in the Procurement Timeline.
- Exhibits were submitted as separately titled files.
- Did the proposer submit all financial documents and proposed ambulance rates in a separately titled file?
- Were the financial elements and proposed ambulance rates electronically submitted in a separate file/attachment from the main elements of the RFP and clearly marked as such?

PROPOSAL FORMAT AND INSTRUCTIONS FOLLOWED

- The narrative portion of the Proposal shall be limited to one hundred (100) pages, excluding title pages and dividers.
- Easily readable font, no smaller than 11 point
- Line spacing no smaller than 1 ½ lines
- Standard 8 ½" by 11" paper
- Pages must be numbered sequentially

- Did the proposer submit a separately titled file on the Purchasing Services Division website, ensuring each exhibit is labeled appropriately?
- Did the proposer submit all financial documents and proposed ambulance rates in a separately titled file on the Purchasing Services Division website? Financial elements and proposed ambulance rates are not mentioned in any other section of the Proposal.

MINIMUM QUALIFICATIONS

Proposer Eligibility

- Has the Proposer provided sufficient information to determine it is an eligible entity?

Proposer Eligibility

- Does the Proposer demonstrate its compliance with the Procurement Process?

Minimum Qualifications

- Does the Proposer meet the minimum qualifications?

SERVICE PLAN

Proposer's Functional Responsibilities

- Has the Proposer demonstrated its ability to meet the functional responsibilities?

Services Description

- Has the Proposer demonstrated its ability to provide the services described?

CLINICAL STANDARDS

Progressive Clinical QI & Continuing Education Required

Did the proposer outline their strategy for adopting the Contra Costa EMS Quality Improvement Program Plan? This involves crafting a robust quality management system in line with the California Health and Safety Code § 1797 et seq. and the California Code of Regulations, Title 22, Division 9, Chapter 12.

Clinical Performance Measurement and Incentive

- Has the Proposer fully outlined what data/metrics it will collect and how it will be used to improve the clinical practice within the EMS System?

Continuing Education Program Requirements

- Has the Proposer described how they will provide training programs designed to meet the qualifications described?

Dedicated Personnel Required & Support for LEMSA Medical Director and Clinical Research

- Has the Proposer documented their commitment to have the key personnel of their Contra Costa County operating unit actively participate in the leadership and oversight of the quality management system

Medical Review/Audits

- Has the Proposer described how it will achieve a positive Quality Management Process and how engagement in those processes will be accomplished?

Clinical Innovations

- Since the RFP contemplates a clinically sophisticated system, has the Proposer sufficiently described suggested clinical benchmarks and what commitments it makes to collaborate and otherwise support the system's ongoing research initiatives?
- Does the Proposer describe any additional research initiative commitments?

OPERATIONAL STANDARDS

Deployment Planning

- Has the provider outlined its deployment plans, mechanisms of reducing exceptions and how it intends to notify LEMSA of plan changes?

Ambulance Staffing Requirements

Vehicles and Equipment

Communications Systems Management

Technology and Data Management

Non-Clinical Training

Critical Incident Stress Management

Disaster Response and Preparedness

AMBULANCE RESPONSE TIME PERFORMANCE STANDARDS & PENALTIES

Interfacility Transport Plan

ADMINISTRATIVE STANDARDS

Community Health Status Improvement

Patient Experience Evaluation

Customer Service Hotline and Complaint Process

Employee Safety and Wellness

Internal Risk Management

Communicable Diseases, Safety, and Prevention

Key Personnel

Reports Required

Participation in System Development and Future Enhancements

REGULATORY COMPLIANCE AND FINANCIAL PROVISION

Insurance Provisions

Performance Security

DEFAULT, TERMINATION, AND OTHER GENERAL PROVISIONS

Emergency Takeover Plan

FINANCIAL DOCUMENTATION & PROPOSED PRICING

Each Proposer is required to complete each line on the Price Sheet for proposed patient charges included in [Appendix 12.6](#) Pricing Form. This sheet should be completed and submitted separately from the technical Proposal. The supporting material shall include audited financial statements for the most recent fiscal year and other pertinent documents.

12.9 INTENT TO RESPOND

TO BE COMPLETED AND SUBMITTED BY 3:00 PM, (insert date here)

Instructions for Submittal

Date:

- Fill in the date at the top of the form using the format MM/DD/YYYY.

Organization Information:

- **Name of Organization:** Enter the full legal name of your organization.
- **Address:** Provide the physical address of the organization's main office.
- **City, State, Zip Code:** Complete this section with the corresponding city, state, and ZIP code.

Acknowledgment of Intent:

- Read the provided statement to confirm your organization's intent to respond to the RFP. Ensure your organization understands the requirements and timelines outlined in the RFP documentation.

Primary Contact Information:

- **Primary Contact Person:** Enter the name of the individual responsible for communication regarding the RFP.
- **Title:** Specify the contact person's title within the organization.
- **Phone:** Provide the phone number where the contact person can be reached.
- **Email:** Include the contact person's email address.

Final Review:

- Review the entire LOI to ensure accuracy and completion.

Submission:

Submit the completed LOI by the deadline specified in the RFP and email it to email address here.

Non-Binding Statement:

- Note that this LOI is not a binding agreement and is solely to express intent to respond to the RFP.

INTENT TO RESPOND

Date:

Name of Organization:

Address:

City, State, Zip Code:

Subject: Letter of Intent to Respond to the RFP for the Exclusive Ambulance Services Provider for the Contra Costa County, California Exclusive Operating Area

Dear Contra Costa County, California Purchasing Department –

This letter confirms our intent to respond to the Request for Proposal (RFP) for the provision of emergency medical services in the Contra Costa County, California Exclusive Operating Area (EOA). We acknowledge our understanding of the RFP requirements and timelines as outlined in the provided documentation. Our organization is fully prepared to submit a proposal that addresses the scope of services, performance expectations, and compliance with applicable local, state, and federal regulations, including the Health and Safety Code and California EMS Authority guidelines. Our team looks forward to participating in this competitive process. Thank you for this opportunity. Please feel free to contact me directly with any questions or additional instructions.

Please find the requested information below:

Primary Contact Person:

Title:

Phone:

Email:

12.10 INDEMNIFICATION AND INSURANCE REQUIREMENTS

EXHIBIT C

Indemnification and Insurance Requirements
(For LEMSA Contract)

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$10,000,000 per occurrence and \$10,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$10,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to

infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance if the umbrella is at least as broad as the underlying insurance. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may

be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims-Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

12.11 COMPENSATION PACKAGE FOR FIELD PERSONNEL

COMPENSATION MATRIX - PARAMEDICS

	NEW EMPLOYEE	TWO - YEAR EMPLOYEE	FIVE - YEAR EMPLOYEE
LOWEST			
HIGHEST			
MEDIAN			

	REGULARY SCHEDULED HOURS PER WEEK	TOTAL PARAMEDICS
FULL - TIME EMPLOYEE		
PART - TIME EMPLOYEE		

	PAID VACATION (INCLUDING SICK DAYS)	PAID HOLLIDAYS	PAID CONTINUING EDUCATION	TUITION REIMBURSMENT
NUMBER OF DAYS PER YEAR				

EMPLOYER CONTRIBUTION	MEDICAL	DENTAL	VISION
HIGH			
MEDIUM			
LOW			

EMPLOYEE CONTRIBUTION	MEDICAL	DENTAL	VISION
HIGH			
MEDIUM			
LOW			

COMPENSATION MATRIX - EMTS

	NEW EMPLOYEE	TWO - YEAR EMPLOYEE	FIVE - YEAR EMPLOYEE
LOWEST			
HIGHEST			
MEDIAN			

	REGULARY SCHEDULED HOURS PER WEEK	TOTAL PARAMEDICS
FULL - TIME EMPLOYEE		
PART - TIME EMPLOYEE		

	PAID VACATION (INCLUDING SICK DAYS)	PAID HOLLIDAYS	PAID CONTINUING EDUCATION	TUITION REIMBURSMENT
NUMBER OF DAYS PER YEAR				

EMPLOYER CONTRIBUTION	MEDICAL	DENTAL	VISION
HIGH			
MEDIUM			
LOW			

EMPLOYEE CONTRIBUTION	MEDICAL	DENTAL	VISION
HIGH			
MEDIUM			
LOW			

12.12 MUTUAL AID AGREEMENT

California Mutual Aid Region II Intra-Region Cooperative Agreement For Emergency Medical and Health Disaster Assistance

This Agreement is made and entered into by and among the signatory Counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region II.

WHEREAS, there exists a great potential for a medical/health disaster or catastrophic event capable of producing mass casualties that overwhelm local ability to contain and control; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating County consistent with the State of California Emergency Plan, Emergency Support Function 8 Annex (ESF 8), California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS) by providing assistance to the extent it is reasonably available and possible without compromising each County's medical and public health responsibilities; and

WHEREAS, the OES Region II Regional Disaster Medical Health Coordinator (RDMHC), selected in accordance with the California Health and Safety Code, Division 2.5, Section 1797.152 (a), is responsible for regional coordination of medical and public health assistance within OES Region II when so requested by an affected County of Region II; and

WHEREAS, each County is desirous of providing a reasonable and reciprocal exchange of emergency medical and public health services where appropriate; and

WHEREAS, this Agreement is made and entered into by and between the Counties for those agencies within their respective jurisdictions, both public and private, capable of providing emergency medical and public health services; and

WHEREAS, each County has emergency medical and public health personnel, equipment and supplies which can be made available, in the spirit of cooperation and mutual aid, under this Agreement; and

WHEREAS, each County enters into this Agreement for the prudent use and reimbursement of emergency medical and public health services including, but not limited to, personnel, equipment, and supplies utilized in assisting any County participating in this Agreement.

NOW THEREFORE, it is agreed as follows:

1. The Medical Health Operational Area Coordinators (MHOAC), the Health Officers, EMS Administrators or authorized designee from an affected County within OES Region II may request emergency medical and public health services through the OES Region II Disaster Medical/Health Coordination System in

accordance with the California Public Health and Medical Emergency Operations Manual (EOM) and the Standardized Emergency Management System (SEMS).

2. In responding to the request of an affected County (“Requesting County”) or to OES Region II as a whole, each assisting County (“Assisting County”) shall provide emergency medical and public health assistance to the extent it is reasonably available and to meet the requested needs.
3. A Requesting County shall be financially responsible for the costs of emergency medical and public health personnel, equipment, and supplies received pursuant to that Requesting County’s request for such assistance. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Assisting County.
4. Release or reassignment of assistance personnel, supplies and equipment among the Counties in OES Region II, shall be coordinated by the Region II RDMHC program, the Requesting County and the Assisting County.
5. Operational policies and procedures, and contact lists shall be developed by the Health Officers, EMS Administrators and MHOACs of each County. Such details shall be provided to the signatories of this Agreement.
6. The Requesting County is the controlling authority for use of emergency medical and public health services within its jurisdiction. In those instances where the Assisting County’s operational area personnel arrive on scene before the Requesting County, the Assisting County’s personnel will take only such action as determined reasonably necessary to address the emergency situation.
7. Within one hundred eighty days (180) following its provision of services and supplies for a disaster or catastrophic event, an Assisting County shall present its billing and a precise accounting of its actual costs for the incident to the Requesting County. The Requesting County shall pay this billing within one hundred eighty (180) days of its receipt unless otherwise agreed to in writing by the Assisting and Requesting Counties.
8. Any party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other parties.
9. A Requesting County agrees to indemnify, defend at its own expense, and hold harmless the Assisting County and its authorized agents, officers, volunteers and employees from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys’ fees, for personal injury (including death) or damage to property or losses arising from any negligent acts or omissions or willful misconduct of Requesting County or its authorized agents, officers, volunteers and employees in the course of responding to the emergency situation giving rise to the Requesting County’s request for assistance, including any costs

or expenses incurred by the Assisting County or Requesting County on account of any claim thereof. An Assisting County agrees to indemnify, defend at its own expense, and hold harmless the Requesting County and its authorized agents, officers, volunteers and employees from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from any negligent acts or omissions or willful misconduct of Assisting County or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's direction), including any costs or expenses incurred by the Assisting County or Requesting County on account of any claim thereof. In the event of concurrent negligence, each party shall be responsible for its own defense and defense costs, and the liability for any and all claims for injuries or damages to persons or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.


10. The Agreement expresses all understandings of the parties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the parties.
11. This Agreement shall in no way affect or have any bearing on any preexisting resource assistance or mutual aid contracts between any of the Counties for fire and rescue services, EMS, or medical/public health services. To the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.
12. This Agreement does not relieve any of the Counties from the necessity and obligation of using its own resources for furnishing emergency medical and public health services within any part of its jurisdiction. An Assisting County's response to a request for assistance will be dependent upon the existing emergency conditions within its jurisdiction and the status of its resources.
13. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
14. Notices hereunder shall be sent by first class mail, return receipt requested, to each Medical Health Operational Area Coordinator (MHOAC).
15. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the appropriate authority of each County has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month and year noted.

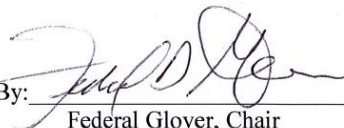
(ONE OF THESE FOR EACH COUNTY IN THE REGION)

Contra Costa County

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Date: 3/9/2017 By: 
Patricia Frost, RN, MS, PNP
Director
Emergency Medical Services
Contra Costa County
Contra Costa Health Services

Date: 3/21/2017 By: 
William Walker MD,
Health Officer
Contra Costa County
Contra Costa Health Services

Date: 3/21/2017 By: 
Federal Glover, Chair
Contra Costa County
Board of Supervisors or
Approved Designee

One for each Region II Op Area and/or Local Public Health Jurisdiction:

Alameda

City of Berkeley

Contra Costa

Del Norte

Humboldt

Lake

Marin

Mendocino

Monterey

Napa

San Benito

San Francisco

San Mateo

Santa Clara

Santa Cruz

Solano

Sonoma

12.13 PROVISION FOR FAIRNESS IN GOVERNMENT/ PRIVATE COMPETITION

PROVISION FOR FAIRNESS IN GOVERNMENT/ PRIVATE COMPETITION

The residents covered by Contra Costa County's RFP deserve to be served by a Contractor organization, public or private, which can provide the best Ambulance service possible for the dollars available. The LEMSA has developed guidelines to manage participation of a governmental entity or municipal department in this procurement to ensure a "level playing field."

Any Contractor (public or private) winning this procurement and awarded the right to serve does so on a performance basis, subject to a written Agreement as outlined herein. Should that Contractor default on the terms of the Contract as outlined herein, the Contract or right to provide that service shall terminate and the LEMSA may operate the system or competitively procure another Contractor. Any Contractor, including a governmental entity, which Defaults on its Agreement shall be barred from competing in the next procurement cycle.

A private Contractor is financially at risk for its errors in predicting and controlling costs and revenues to achieve the required performance. Private Contractors risk losses or bankruptcy should an error be made. The municipal entity, its taxpayers and users are not to be liable for any private provider's errors and are insulated from those errors by the Performance Security which a private provider posts to guarantee its performance. Performance security provisions of the Contract provide immediate access to cash and other remedies for the municipal entity should a private sector default occur.

In a like manner, the municipal entity's taxpayers and users should not be asked to be liable for any error made by a governmental entity. Since Performance Security provisions applicable to private sector Proposers cannot be established for a governmental entity, it is the LEMSA's expressed intent not to allow a "taxpayer bail-out" of any agency, that submits an unrealistically low bid resulting in cost overruns or revenue shortfalls or default.

Therefore, to ensure equity among governmental and private Proposers, the following guidelines apply to governmental Proposers:

- A. A governmental entity must operate within the quality and fee requirements it proposes—

During the term of the Agreement the governmental entity's fee shall be annually increased as provided herein for any other Contractor.

In the event of a Default by a governmental entity as outlined in the RFP," the government agency shall continue to temporarily operate the system in a manner which allows it to comply with all clinical, Response Time and other quality

requirements while the LEMSA initiates another procurement cycle to select a new vendor.

- B. A governmental entity, if awarded the Agreement, will be required to account for funds in such a manner that complies with General Accounting Board principles and is accepted by the County's Auditor-Controller's office. Such funds must include all assets necessary to deliver the contracted service or absorb a reasonable cost allocation for use of assets belonging to other funds or account groups.